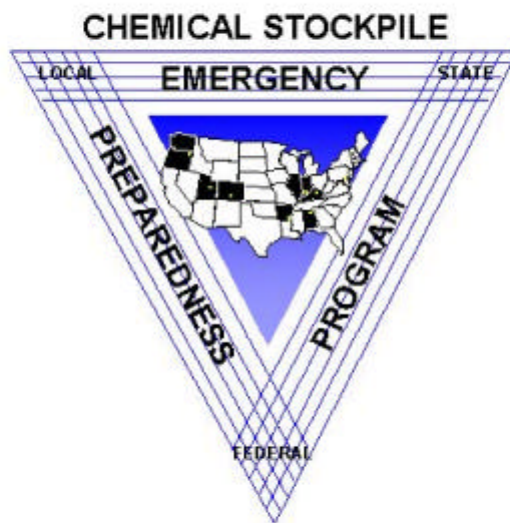


CSEPP
Memorandum of Agreement
and
Memorandum of Understanding
(MOA/MOU)
Guide



May 1999

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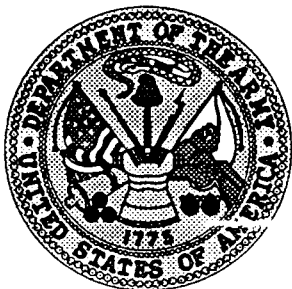
CSEPP MOA/MOU GUIDE

Prepared for
Project Manager for Chemical Stockpile Emergency Preparedness
U.S. Army Soldier and Biological Chemical Command
Aberdeen Proving Ground, MD
and
The Federal Emergency Management Agency
Preparedness, Training and Exercises Directorate

May, 1999

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Office of the Deputy Assistant
Secretary of the Army (ESOH)
Federal Emergency Management Agency



The Office of the Deputy Assistant Secretary of the Army (Environment, Safety and Occupational Health) and the Federal Emergency Management Agency (FEMA) are pleased to provide this CSEPP Memorandum of Agreement/Memorandum of Understanding (MOA/MOU) Guide for use by CSEPP participant organizations.

The purpose of the MOA/MOU Guide is to assist in drafting and negotiating effective agreements to enhance and/or augment your response capabilities. It provides a summary of the many legal, technical, and practical considerations involved in developing such agreements.

This Guide was developed by a working group consisting of legal and emergency management staff from a wide range of CSEPP organizations: U.S. Army Soldier and Biological Chemical Command (SBCCOM); FEMA; Anniston Chemical Activity; Colorado Office of Emergency Management; Parke County, Indiana; and Argonne National Laboratory. Their cooperative efforts are gratefully acknowledged.

Officials and staff involved in the Chemical Stockpile Emergency Preparedness Program are urged to consult this guidance when developing or revising CSEPP-related MOAs and MOUs.

Furthermore, we urge you to use the comment form provided in the document to submit any updates, comments or suggestions you may have to refine future versions.

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CSEPP MOA/MOU GUIDE

Comments. . .

Suggestions. . .

Corrections. . .

The proponents of this Guide intend to support and enhance its use over time through changes, additions, and corrections as suggested by readers. Your input would be greatly appreciated. Please use this form, or provide your comments separately to the point of contact shown below:

Page No.	Paragraph	Comment

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INTRODUCTION

The purpose of this Guide is to assist Chemical Stockpile Emergency Preparedness Program (CSEPP or CSEP Program) participants in drafting and negotiating effective agreements to enhance their capability for response. It provides a summary of the many legal, technical, and practical considerations involved in developing such agreements. It is a resource for officials and staff at the Federal Emergency Management Agency (FEMA), the Department of the Army, local and state governments, and any other organization involved in planning or execution of the CSEP Program.

This Guide consists of two sections. The first section contains general guidance, applicable to all types of CSEPP agreements at all sites. It includes the following topics:

- Reasons to have an agreement
- CSEPP functions that should be documented in an agreement
- Types of agreements (MOAs, MOUs, ISSAs, etc.)
- Development process
- Commonly included sections and clauses

The second section provides detailed information to assist with the development of agreements on particular CSEPP-related functions such as public notification, joint information centers, medical assistance, etcetera. For each function there is a summary of current requirements and guidance regarding interagency agreements, a list of technical issues that should be considered, and an example agreement that illustrates the practices recommended in this Guide.

The example agreements are presented as illustrations only, and are not intended to represent a necessary or sufficient set of agreements for any particular CSEPP site. Each site will have unique needs for agreements based on local laws, practices and circumstances. However, emergency managers and attorneys responsible for drafting agreements on these or any other CSEPP-related topics should benefit from reviewing these examples.

This Guide also includes two appendices. Appendix A is a list of acronyms used in this document. Appendix B contains legal and technical reference materials that should be consulted when developing CSEPP agreements.

Nothing in this Guide is intended to establish CSEPP, Army or FEMA policy, or to imply any legal right of action, claim, or basis for allocating funds. This Guide is solely intended to summarize existing requirements and provide non-binding guidance for the enhancement of chemical accident/incident (CAI) preparedness.

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1 GENERAL GUIDANCE ON CSEPP AGREEMENTS

This section contains general guidance pertaining to all emergency management agreements for the CSEP Program.

1.1 Reasons to Have an Agreement

Considerable effort is required to initiate, negotiate, and maintain emergency response agreements with other organizations. However, there are decided advantages that derive from such agreements. Such agreements can:

- **Promote essential response.** The primary reason to have agreements is to improve the quality of emergency preparedness and response. Effective response to a CAI requires a coordinated effort among on-post and off-post authorities, and may involve many other federal, state, local, and private organizations. Agreements between these organizations can help to build bridges among their response plans and ensure that response efforts are coordinated and complementary. A particular advantage can be gained in speed. For example, protocols spelled out in agreements can promote effective communications and protective actions in the crucial first few minutes of a CAI response. Agreements can also serve as the basis for participation in training and exercises to fine-tune response capabilities and maintain proficiency.
- **Arrange for specialized resources.** CAI response may require specialized resources that are needed only in an emergency. For example, during a CAI response there may be a need for specially trained medical services, laboratory sample analyses, or other resources such as vehicles or communications equipment. Formal agreements are the surest way to ensure that such resources will be available when the need arises.
- **Institutionalize coordinated planning.** The process of negotiating agreements highlights the need for and advantages of coordinated planning. It also provides a mechanism to prevent erosion of coordination over time due to budget cuts, personnel changes, or loss of institutional knowledge.
- **Minimize litigation.** By promoting a clear understanding of roles, responsibilities, and financial commitments ahead of time, an agreement can help prevent conflict and resulting litigation in the wake of an emergency. For example, parties to a mutual aid agreement typically waive all claims against each other for costs, damage, or injury resulting from joint response actions.
- **Satisfy regulatory requirements or guidance.** Requirements and guidance on agreements are found throughout AR 50-6, DA Pam 50-6, the CSEPP Planning Guidance, and other documents. Requirements pertaining to particular functional areas are addressed in Section 2.

1.2 CSEPP Functions That May Be Documented with an MOA/MOU

The number and kind of agreements needed at any particular CSEPP location will depend on the needs of particular jurisdictions, as well as their capabilities, circumstances, and legal authorities. Staff at each CSEPP site should review their needs and develop agreements as appropriate for their situation. However, based on experience to date at all eight CSEPP sites, the following topics might be considered as candidates for agreements:

- Alert and notification
- Animals/veterinary services
- Automation system services
- Coroner/mortuary services
- Information exchange
- Damage assessment
- Decontamination
- Emergency worker operations
- Evacuation
- Fire-fighting
- Joint information system/joint information center
- Law enforcement
- Mass care shelters
- Medical support including hospital and ambulance services.
- Off-post monitoring
- Protective action decision making
- Public works support
- Radio communications support
- Reception centers
- Reentry and restoration
- School evacuation
- Search and rescue
- Sheltering
- Special populations
- Specialized transportation (buses, etc.)
- Support from other military installations / organizations
- Traffic and access control

Example agreements addressing nine of the most common topics are provided in Section 2.

1.3 Types of Agreements

CSEPP-related agreements may include any combination of Army or other DOD units, federal, state or local agencies, and private organizations. Generally, intra-DOD agreements will be termed an Intraservice or Interservice Support Agreement (ISSA). An agreement between different governmental agencies or different jurisdictions will be termed an Intergovernmental

Agreement, Interagency Agreement, Memorandum of Agreement (MOA), Memorandum of Understanding (MOU), or Mutual Aid Agreement (MAA). The name for such an agreement is not as important as its purpose and what it contains. However, generally speaking an MOU is used when different agencies are acting cooperatively and in parallel to accomplish a joint end; whereas a MOA is used when one agency is specifically supporting the activities of another. Mutual Aid Agreements, as the name implies, are generally reciprocal agreements in which two or more jurisdictions promise to provide each other assistance in event of an emergency. One other type of agreement, termed a Cooperative Assistance Agreement, a contingent contract, a call contract, or various other names, generally involves a governmental unit that is contracting with a private organization such as a hospital, ambulance service, bus company, or American Red Cross unit to provide specific resources in event of an emergency. Cost reimbursement is usually provided for in such agreements.

Following are more detailed descriptions of the different types of agreements, as defined in particular references.

1.3.1 Interservice or Intraservice Support Agreement (ISSA)

An ISSA is used when one federal activity is providing support to another federal activity. Its purpose is to identify the support being provided by the supplier, and if applicable, the reimbursements the receiver must provide the supplier.¹ There are two types of ISSAs:

- An Interservice Support Agreement is an agreement between federal activities that are not in the same military service or defense agency, but are both within the Department of Defense. Support Agreements are recorded on DDForm 1144, or a similar format. They define the support to be provided by one supplier to one or more receivers, specify the basis for calculating reimbursement charges (if any) for each service, establish the billing and reimbursement process, and specify other terms and conditions of the agreement.²
- An Intraservice Support Agreement is a support agreement between federal activities or units within the same military service or defense agency.³

¹ *Department of Defense Instruction #4000.19*, AFPD 25-2, August 9, 1995.

² *Department of Defense Instruction #4000.19*, Enclosure 2, page 2-2; AFPD 25-2, August 9, 1995; and *National Guard Bureau Intraservice, Interservice and Intragovernmental/ Interagency Support Agreement Handbook*, page 1, October 1, 1997.

³ *Id.*

1.3.2 Intergovernmental or Interagency Agreement (IGA)

Intergovernmental Agreements or Interagency Agreements (IGAs) are agreements between different levels or branches of government or between an activity within the Department of Defense and a non-DOD federal agency.⁴

1.3.3 Memorandum of Understanding (MOU)

MOUs are memoranda that define general areas of understanding between two or more parties -- they explain what each party plans to do; however, the actions of one party do not depend on the actions of the other party.⁵

1.3.4 Memorandum of Agreement (MOA)

MOAs are memoranda that define general areas of conditional agreement between two or more parties -- what one party does depends on what the other party does (i.e. one party agrees to provide support if the other party provides the materials). MOAs that establish responsibilities for providing recurring reimbursable support should be supplemented with support agreements that define the support, the basis for reimbursement for each category of support, the billing and payment process, and other terms and conditions of the agreement.⁶ (Note: Do not substitute a MOA for formal support agreements within one service or between services. However, a MOA may be used to document an informal agreement before writing a more formal one.)⁷

1.3.5 Mutual Aid Agreement (MAA)

In Mutual Aid Agreements, each signing agency agrees to provide mutual support in a specified area when requested (e.g. fire-fighting). In many states, a standard form for state or local MAAs is included in the emergency response statute or in administrative regulations issued by the state's emergency management agency. In addition, states may form mutual aid compacts with one another,⁸ and indeed some emergency management compacts are already in place. For example, virtually all states are signatories of the Interstate Civil Defense Compact of 1950, which contains a broad range of mutual aid emergency management provisions. The Compact also provides for side agreements between participating states, such as the Supplemental Agreement entered into by the Southwestern Caucus States (essentially all of the states bordering Arizona).

⁴ *Department of Defense Instruction #4000.19*, AFPD 25-2, August 9, 1995.

⁵ *Department of Defense Instruction #4000.19*, Enclosure 2, page 2-2, August 9, 1995.

⁶ *Department of Defense Instruction #4000.19*, Enclosure 2, page 2-2, August 9, 1995.

⁷ AR 25-50, page 10, paragraph 2-10a.

⁸ The U.S. Constitution, Art. I, § 10 provides for compacts between the states on matters of joint concern, reserving to Congress the right to approve or disapprove those pacts.

There is also the Emergency Management Assistance Compact (EMAC), which was initiated in the southeastern United States and now includes over half of the United States.

1.3.6 Cooperative Assistance Agreement, Joint Service Agreement, Contingency Contract

Each of these is an agreement that involves a commitment and a response when certain agreed upon conditions exist. Cost reimbursement may or may not be provided for in the agreement. A Cooperative Assistance Agreement is basically a contract for goods and/or services between a client and a contractor. A Joint Service Agreement is essentially similar, but also includes services on a continuing basis in addition to emergency response commitments. A contingency contract, call contract, or standby contract is a contractual arrangement whereby a private enterprise agrees to provide specific services. These services are usually provided at agreed upon prices, when a local emergency has been declared by the responsible government element, and when a specific request is received from the staff agency authorized to activate the contract.⁹

1.4 Development Process

To create a useful agreement that enhances preparedness, sometimes the process is as important as the product. At the beginning of the development process, the parties should be clear on what they hope to achieve via the agreement. These questions should be posed and answered: What is the problem that will be solved? What parties must be included in order for that to happen? This may seem obvious, but sometimes negotiations can drift away from the original purpose of the agreement. The points below should be considered during the development process in order to avoid unnecessary conflict or delay.

1.4.1 Drafting and Review

The drafting process should be inclusive. Draft agreements should be reviewed by attorneys and by responsible officers or public officials to ensure that they are clear and within legal limits on authority.

As part of the drafting process, a search should be made for preexisting agreements that may fill the need or be readily modified to do so. For example, the interstate compacts described in Section 1.3.5 above provide a readily accessible source of many of the needed emergency management resources, and particularly in states with near-border hazards may obviate the need for other agreements. Searching for existing compacts and other agreements should be a part of the research preceding the drafting of any MOA or MOU.

Legal review is particularly important because there may be legal restrictions that affect the content and execution of the agreement. For example, the Anti-Deficiency Act prohibits federal

⁹ *Cooperative Assistance Agreement Handbook for Users*, Oregon Emergency Management Division, pages 1-3.

officials from entering an agreement that provides for compensation or payment in advance of or in excess of appropriations. There must also be an explicit cap on the possible monetary outlay. Any agreement that violates these restrictions -- for example, an agreement promising payment for all emergency response costs -- will be invalid. Section 1.5.6 below contains more information on the restrictions in the Anti-Deficiency Act.

Agreements on technical topics should be reviewed by subject-matter experts to ensure that the agreement is feasible and is based on sound technical assumptions.

1.4.2 Negotiation

The negotiating process and the level of formality required is a matter of organizational policy. In some cases there may be a long process of negotiation in which one side then the other proposes modifications. From a legal standpoint, the important thing to remember is that the written document should include the entire agreement. Any oral side agreements, understandings, clarifications, or interpretations are probably unenforceable and may be lost when personnel change.

1.4.3 Approval

Any agreement will ultimately have to be signed by an appropriate officer or public official of each party. This officer/official must have actual legal authority to bind the party. The agreement itself should specify the required approvals as well as procedures for renewal, modification, and termination. (See section 1.5.6 below.) To expedite approval, it is best to keep the appropriate officers and/or public officials fully involved and informed during the negotiation process so that there are no surprises or questions at the end.

It should be noted that the approving authority on the part of the Army may vary depending on whether the chemical installation is a Chemical Depot, or is a Chemical Activity that is tenant on a larger Depot. In the latter case the agreement may need approval by the Depot Commander as well as the Chemical Activity Commander.

1.4.4 Approval with Reservations

Sometimes, the needs of all participants in an interagency agreement cannot be readily and simultaneously met. A great deal of time may be spent in negotiating these differences, and in some situations, particularly those involving a large number of jurisdictions, not all points of view can be accommodated. When that occurs, there are alternatives that may enable the participants to still receive some benefits from the agreement process. Obviously, one option is simply to get agreement from as many jurisdictions as possible, accepting that some will not sign. A preferable alternative is to allow jurisdictions to sign, but attach documentation clarifying their understanding of specific language in the agreement. This can help alleviate problems regarding semantics. The attachment must be made available to all signatories so they can evaluate whether such an interpretation affects their own participation. Finally, there is the option of expressing a reservation. A jurisdiction that simply cannot accept certain terms of an

agreement can strike out the offending portions, and sign the remainder, perhaps attaching a supplement or alternative language. Such reservations must be made available to all other participating parties, who then must determine whether to (1) withdraw from the agreement, (2) proceed with the agreement treating it as in force as to all other jurisdictions (without the reserving jurisdiction or accepting the reserving jurisdiction's limited participation), or (3) file a reservation themselves. Reservations should be used sparingly and with discretion, but they may be a viable way to achieve most of the intended benefits of an agreement and avoid having to abandon the considerable effort and time invested.

1.5 Commonly Included Sections

In drafting an agreement, the following sections should be considered for inclusion. Note that for particular types of agreements there may be other format requirements that apply as a result of federal, state or local regulation.

1.5.1 Purpose and Scope

At the beginning, the agreement should have a simple, concise statement of its purpose and scope. This statement should answer the question: What will this agreement accomplish? A statement of the agreement's purpose will aid in interpreting the rest of the text. However, it is important to assure that there is no conflict between the Statement of Purpose and the body of the agreement.

EXAMPLE: "The purpose of this agreement is to provide for prompt activation of traffic and access control points in event of a chemical accident/incident at _____ Depot. Because of limited availability and potentially long travel times for County personnel, Depot personnel will provide assistance with initial setup and staffing of certain traffic/access control points (TCPs) off-post."

1.5.2 References and Authorities

The agreement should reference relevant statutes, regulations and policy guidance. The following are likely relevant to a CSEPP agreement and should be considered for inclusion in the references: Army Regulation 50-6, Chemical Surety, 1 February 1995; DA Pamphlet 50-6, Chemical Accident or Incident Response (CAIRA) Operations, 17 May 1991; *Planning Guidance for the Chemical Stockpile Emergency Preparedness Program*, May 17, 1996; CSEPP Policy Papers; the Anti-Deficiency Act (31 U.S.C. § 1341 *et seq.*); the Economy Act (31 U.S.C. § 1535); and the Privacy Act (5 U.S.C. § 552a). Appendix B has a longer list of potential references. Also, CSEPP and Army references pertaining to particular types of agreements are provided in Section Two of this Guide. State and local laws and regulations should be referenced as appropriate depending on the nature of the agreement.

In some cases it may be appropriate to reference a separate planning document or procedure that contains details on implementing the agreement. For example, an agreement on monitoring for chemical contamination may establish general responsibilities and principles for cooperation, and

refer to a separate recovery sampling and analysis plan for details on how monitoring will be carried out.

1.5.3 Definitions

Depending on the nature of the agreement, it may be essential to include definitions of key terms. For example, if one party will provide assistance to another party in event of an emergency, it may be appropriate to define what exactly is meant by “emergency.”

1.5.4 Roles and Responsibilities

The agreement should explain how the purpose would be carried out, summarizing the roles and responsibilities of each party. This section should describe the services or resources to be provided, in enough detail to ensure that the purpose of the agreement will be fulfilled.

1.5.5 Logistical Considerations

Time is of the essence in CAI response. To ensure that agreed-upon actions will be quick and sure, it is often essential to plan out and agree upon specific logistics and support actions in advance. The following items should be considered during drafting and negotiation:¹⁰

- **Conditions for activating agreement.** What types of events might trigger action under the agreement. Agreements may be limited to particular types of emergency or may include all hazards. Most often, action under the agreement will be triggered by a request for assistance. However, the agreement may have limits on the types of circumstances under which such a request should be made; for example, only when a certain type of emergency occurs, or only when the requesting party's resources have been exhausted.

EXAMPLE: “In event of a chemical emergency, at the request of local civilian authorities, the Depot will provide temporary assistance with traffic and access control. . . .”

- **Protocol and procedures for activating agreement.** In many cases the agreement should spell out procedures for activation, such as points of contact, content of messages, code words, and so on. A special protocol such as a code word may be necessary to ensure that, for example, sirens are not activated based on a hoax. Most procedural provisions are routine.

EXAMPLE: “Any request for aid under this agreement will include a statement of the amount and type of equipment and personnel requested

¹⁰ The example clauses presented below have been adapted from various existing CSEPP agreements. They have been altered to eliminate site-specific references.

and will specify the location to which the equipment and personnel are to be dispatched”

- **Limitations on the agreement.** Parties may place limits on the assistance provided under an agreement. For example, the rest of the sentence quoted immediately above reads:

EXAMPLE: “It is understood and agreed that City will be under no obligation to furnish aid to the Depot if, under the circumstances, furnishing of such aid will endanger or jeopardize the fire protection of the City.”

- **Command and communications in the field.** If the agreement covers field response such as law enforcement or fire fighting, it should make clear how lines of authority will run for each organization and who will be the incident commander. It may also be useful to specify communications systems and protocols to be used, including interoperability of communications between the various jurisdictions and agencies. Addressing this issue in an agreement will focus attention on whether the organizations have appropriate communications equipment to accomplish this goal.

EXAMPLE: “The responding organization will report to the officer in charge of the requesting organization at the location to which the equipment is dispatched, and will be subject to the orders of that official.”

- **Exercises and drills.** Agreements regarding provision of assistance in an emergency should also include participation in exercises and drills. This is particularly true for organizations such as resource providers that do not regularly engage in emergency response actions.

EXAMPLE: “The [hospital] will participate in an annual exercise involving a simulated accident/incident with a chemical agent. Any new lessons learned will be used in the review and update of this Agreement.”

- **Consistent planning.** Agreements should specify that the parties will incorporate appropriate elements into their emergency plans, to ensure planning is consistent with the agreement.

EXAMPLE: “Chemical activity agrees to coordinate emergency management planning for chemical events which could affect the off-post community...”

- **Training.** Parties to an agreement should consider whether the contemplated actions will require any specialized training that their personnel are not already receiving; for example, training on use of personal protective equipment. One party may agree to provide training for another, or the parties may agree to conduct joint training programs.

EXAMPLE: “A training session on the evaluation and management of chemical agent casualties will be provided to physicians and ER nurses. Sessions will include physical characteristics, clinical effects, etc.”

1.5.6 Legal & Financial Considerations

Legal and financial considerations are key to avoiding misunderstandings and possible litigation after the agreement has been signed. The particular considerations detailed below may or may not apply to a given situation. Legal review by appropriate counsel is an essential part of developing the agreement.

- **Preparation costs.** Implementing an agreement may involve expenditures to set up a facility, purchase equipment, or train personnel. In some cases it may be appropriate for the agreement to address allocation of such costs. However, it must be noted that any costs borne by a federal agency are subject to the restrictions of federal appropriations law (see discussion below).
- **Response costs.** In some cases it may be appropriate to address cost issues such as compensation for equipment damage or injuries that may be sustained while carrying out the agreement. For example, mutual aid agreements often provide that each organization is responsible for its own personnel and equipment. In other cases, an organization may undertake responsibility for certain costs:

EXAMPLE: “American Red Cross agrees to replace or reimburse (church) for any materials or supplies that may be used by American Red Cross in the conduct of its relief activities.”

However, once again note that federal appropriations law restricts the actions of federal agencies; they are prohibited from entering open-ended cost reimbursement agreements such as the one above (see discussion below).

- **Liability.** Situations may arise in which one party to an agreement is injured as a result of alleged negligence by another party; or else a third person may allege injury as a result of negligence in emergency response efforts. For example, an error in fire fighting judgement can cause injury to civilians or to other fire fighters. An agreement may be used to settle (or rather, forestall) issues of liability between parties. Mutual aid agreements often contain a waiver of all claims:

EXAMPLE: “Each party waives all claims against every other party for compensation of any loss, damage, injury or death occurring as a consequence of the performance of this agreement”

- **Boilerplate.** Approval of agreement, effective date, duration, amendment, termination. The agreement should specify what approvals are necessary to make it valid, the duration of the agreement (fixed term or indefinite), and procedures for changing, withdrawing from, or ending the agreement.

Agreements should include a regular review process; for example, regular annual reviews.¹¹ In some cases it may be important to specify other events that will trigger a review. For example, the agreement may provide that actions under it will be performed according to a particular regulation or technical manual. In that case, the agreement should designate a party as responsible for monitoring the referenced regulation or manual, and initiating a review of the agreement if there are substantial changes to the referenced document.

If the negotiation of an agreement makes portions of a previous agreement obsolete, it is appropriate to include a section superseding those sections. That section should specifically supersede those portions that have been made obsolete while identifying those sections that are still in effect. If the entire document is made obsolete, it is appropriate to terminate the prior document.

- **Signature Blocks.** Space for approval signatures, corporate seal, etcetera. Note: it is important to determine whether any signing jurisdiction requires a notary seal or other attestation to make the document effective.
- **Attachments.** One or more attachments may be needed to spell out technical details of assistance or resources to be provided, or protocols or procedures to be used (e.g. chemical event notification form). Such attachments should be expressly incorporated by reference into the final agreement and made a binding part thereof.

As mentioned above, the legal and financial aspects of any agreement should be reviewed by legal counsel on all sides. Federal and state laws and regulations will have a significant impact on how these aspects of the agreement should be worded. Two areas of law that are particularly important are federal appropriations law and governmental immunity provisions.

Federal appropriations law. Federal appropriations law restricts the types of financial obligations that can be undertaken by federal agencies or departments.¹² Any agreement with the Army or other federal agency that addresses costs must conform to these restrictions. As a

¹¹ To facilitate regular annual review of agreements, it is recommended to keep a tabulation of agreements and their review dates for quick reference. This file may be in paper form, or as a spreadsheet or text file on a computer.

¹² The Anti-Deficiency Act, while not an official short title for an act at all, is the term used when referring to a series of sections pertaining to the operation of the federal budgetary process; these sections date back as far as 1870 and include 31 U.S.C. §§ 1341,1342,1344,1349,1350,and 1511-1517.

general rule, any promise to pay must be limited to amounts that are available under current appropriations. As stated in the GAO guidebook,

“ [T]he fiscal principles inherent in the Antideficiency Act are really quite simple. The idea is to “pay as you go.” Government officials are warned not to make payments - or to commit the United States to make payments at some future time - for goods or services unless there is enough money in the ‘bank’ to cover the cost in full. The ‘bank,’ of course, is the available appropriation.”¹³

This requirement means that open-ended agreements to indemnify or compensate another party for possible future response costs are generally prohibited. Any type of agreement that goes beyond the current fiscal year, or is not for a specific dollar amount will require special authorization.¹⁴

In addition to the restrictions on budget availability and timing, the law requires that federal expenditures must be paid for from an account that is intended for that specific purpose. That is, money appropriated for one purpose cannot be used for another. This restriction is to ensure that funds are not diverted from the purposes that Congress intended. Therefore, any cost obligations in an agreement must not only be payable out of currently available funds, but the funds must have been allocated for that purpose. The contours of these restrictions are complex and legal review is essential to avoid appropriations law violations. It should be noted that violations of the Anti-Deficiency Act carry civil and criminal penalties for the responsible federal official.¹⁵

Governmental immunity. The law provides certain protections from liability for emergency responders. This protection may affect how liability should be treated in an agreement. For example, one CSEPP state provides immunity for emergency responders including the state, political subdivisions of the state, state and local government agencies, individuals, partnerships, corporations, and “emergency management workers” engaged in emergency response. The term “emergency management worker” is defined to include all full- or part-time paid, volunteer, and auxiliary employees, including employees of other states or the federal government who come in to assist at the state’s request. Immunity also applies to those who voluntarily provide shelter for evacuees. Such a statute may affect or even eliminate the need for indemnity or waiver clauses in an agreement.

¹³ Principles of Federal Appropriations Law, Second Edition, GAO/OGC-91-5, July 1991, p. 6-11.

¹⁴ Multi-year obligations require special appropriations language from Congress. Indemnification agreements may be concluded, up to certain dollar limits, only with the approval of the Secretary of the Army. See 31 U.S.C. §1341, 50 U.S.C. §1431, and E.O. 10789. See generally Principles of Federal Appropriations Law, Second Edition, GAO/OGC-91-5, July 1991.

¹⁵ 31 U.S.C. § 1349 provides for adverse personnel actions for violations, including suspension from duty without pay or removal from office. 31 U.S.C. § 1350 provides for criminal penalties of not more than \$5,000 or 2 years in prison or both.

2 DETAILS ON SPECIFIC AGREEMENTS

This section contains nine examples of agreements on CSEPP-related subjects. Each example is preceded by commentary that includes excerpts from pertinent Army and CSEPP guidance; specific points to consider when developing agreements on this topic; and some remarks about the example itself. The example agreements cover the following topics:

- 2.1 Information Exchange
- 2.2 Alert and Notification
- 2.3 Fire-fighting
- 2.4 Traffic and Access Control
- 2.5 Medical Support
- 2.6 Joint Information System / Joint Information Center
- 2.7 Shelter for Evacuees
- 2.8 Off-post Monitoring
- 2.9 Support from other Army Branches

Of the many potential topics for agreements, these nine have been chosen because they are among the most common CSEPP-related agreements, are widely applicable to many sites, and because they represent a variety of different kinds of arrangements: mutual aid, contracted resources, facility-use, and so on. As stated in the introduction to this Guide, each site will have its own unique needs in terms of what agreements are needed, and which parties should be included. Agreements on these nine topics are not necessarily needed at every site. Similarly, some sites may need agreements on topics other than those illustrated here.¹⁶

The example agreements are provided as exactly that -- examples, to illustrate what such an agreement might look like, and not necessarily as a model to follow. Some of the examples are prototypes that were developed for this Guide. However, most of them are based on actual CSEPP agreements from various sites. They have been modified by removing the names of the parties and other site-specific references; in some cases other modifications have been made as well. Notes from the Guide authors have been inserted in some of the agreements, with the inserted material denoted by brackets (“[]”).

In some cases, the introduction to the agreement points out specific problems or omissions that the reader should note. Whether or not specific problems are noted, **inclusion of these examples does not imply the legal sufficiency of the original documents, or of the examples as modified.** Readers of this document are cautioned that each CSEPP agreement must be evaluated and negotiated in light of local circumstances, laws, and regulations. Specific legal advice should be obtained prior to signing any agreement.

¹⁶ While separate agreements may be developed and negotiated for each necessary topic, in many instances it may be preferable to combine all relevant functions being coordinated between the same signatories into a single agreement. However, when multiple activities are covered under a single agreement, it is crucial that the roles and responsibilities for each area be clearly spelled out.

For the sake of simplicity, in the examples the names of the parties are represented generally as “Chemical Depot,” “State,” and “County.” However, the concepts behind the agreements should be adaptable to chemical activities, municipalities, and other types of organizations.

2.1 Information Exchange

2.1.1 Requirements and Guidance

“Installation commanders . . . will establish agreements with the local communities and states for the exchange of information about all activities that have the potential for causing public concern. This pertains to activities and operations which do not actually pose chemical agent hazards. [These commanders] should incorporate into such agreements the exchange of information about emergency activities off the installation that could affect on-post chemical surety operations. The actual declaration of an emergency in these instances is not necessary but is at the discretion of the installation commander.”¹⁷

2.1.2 Points to Consider

Inter-agency Coordination: Under what circumstances should information be exchanged? What information has to be communicated? Should procedures differ from duty to non-duty hours? What type of off-post activities could affect on-post operations? How are non-surety events defined?

Communications: How should the information be communicated -- by phone, fax, or automated system? Should the depot send plume plots for every standard operation? If so, how often should they be updated (e.g., for wind change over 30 degrees)? Should they be sent to the IRZ county(ies), the PAZ county(ies), the state(s), or all such organizations?

2.1.3 Notes on Example Agreement

- a. The example agreement is based on an existing installation agreement, but has been significantly modified for this document.
- b. This agreement discusses the routine daily exchange of information to enhance the readiness of all parties to respond should a CAI occur. It does not cover the alert and notification process that would follow a CAI (*see* section 2.2).

[EXAMPLE AGREEMENT BEGINS ON PAGE 19]

¹⁷ AR 50-6, Chemical Surety, 1 February 1995, pages 16 and 17, paragraphs 4-2g(1) and (2).

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CHEMICAL STOCKPILE EMERGENCY PREPAREDNESS PROGRAM (CSEPP)**MEMORANDUM OF AGREEMENT BETWEEN _____ CHEMICAL
DEPOT AND _____ COUNTY FOR INFORMATION EXCHANGE****1. PURPOSE**

This Memorandum of Agreement (MOA) provides for the continuing exchange of information between the Depot and the County regarding emergency response planning and protective action recommendations or options in event of a chemical event at the Depot. This exchange of information is intended to enhance the parties' readiness for emergencies and provide for the earliest possible hazard assessment and timely execution of protective actions, if required, should a chemical event occur at the Depot.

2. OBJECTIVES

The parties agree that the objectives of the information exchange are: (1) To define specific chemical event classifications; (2) To identify and display hazard predictions for chemical operations having the potential of producing chemical agent effects beyond the installation boundary; (3) To provide advance protective action recommendations for the potential event(s); and, (4) To exercise daily activities that will mimic and reinforce emergency activities, thereby enhancing the reporting and response capabilities of the Depot and the County.

3. COORDINATED DAILY INFORMATION EXCHANGEDepot:

The Depot agrees to provide the County with a work plan prior to beginning daily chemical operations. The work plan will include an outline of the chemical tasks to be conducted, the estimated times that the operations will be in progress, agent and munition types, and meteorological data for each operation. The work plan will also specify when no operations are scheduled. The Depot also will calculate hazard plots for every operation and provide the maximum credible event (MCE) plot along with initial Protective Action Recommendations (PARs) to the County. The Depot will provide updates if the wind shifts 30 degrees or more, or if the stability category changes.

County:

The County agrees to provide the Depot with daily information regarding projects or activities that may affect a quick and safe evacuation from the Depot, e.g., road construction, road paving, bridge work, etc. The County will also review daily work plans for chemical operations, hazard plots and PARs from the Depot upon receipt. After review of the data provided by the Depot, and considering off-post weather station readings and other community conditions, the County will provide the Depot and the State Emergency Management Agency with probable protective

action information and updates as necessary. Any differences between Depot planned protective action recommendations and County planned protective action decisions must be reviewed by both parties. Differences based on technical errors in hazard analysis must be reconciled immediately. Differences based on judgment and risk tolerance can stand if both parties understand the rationale used by the other.

The County agrees to provide the Depot with updated information about any occurrences that could affect safe evacuation of the installation or surrounding communities, such as train derailments, major traffic accidents, hazardous material spills, or other events that may lead to unplanned road closures or traffic delays.

Depot and County:

The parties agree that they will incorporate appropriate elements of this agreement into their emergency plans.

4. TERMS

This agreement shall take effect upon the date of the last signature and shall continue until amended or terminated, in writing, with thirty days advance notice to the non-terminating party. Such notice shall be provided by certified mail to the other party's formal mailing address.

5. REVIEW

The parties agree to review this agreement on an annual basis. Such review shall be documented by the addition of a new signature page to the end.

6. APPROVAL

CHEMICAL DEPOT:

COUNTY:

Commander

Commission Chair

Date _____

Date _____

2.2 Alert and Notification

2.2.1 Requirements and Guidance

a. Requirements and Guidance Pertaining to Notification of Off-post Authorities. The focus in this section is on the depot's notification of the IRZ county if a chemical event occurs. This is the notification needed to support public alert and notification decisions and actions, and is the subject of the example agreement in this section.

"When multiple jurisdictions are involved, there is need for prior agreements regarding the activation of multiple, separate off-post EOCs and inter-EOC coordination. An important coordination aspect is agreement by all public officials in adopting communication protocols and a common message and information form. This will assure a standardized communication process

. . . . "18

"Planning must adequately cover . . . critical [chemical event] communication between on- and off-post officials. Army representatives and local officials must understand and mutually agree to the protocols the Army will follow in communicating the critical chemical event information. Local plans must have procedures for receiving and acknowledging this information and acting appropriately on it."19

"Within 5 minutes from initial detection of an actual or likely chemical agent release at APG, ANAD, BGAD, NAAP, and PBA, and within 10 minutes from initial detection of an actual or likely release at PUDA, TEAD, and UMDA, the Army installation will notify the designated off-post point(s) of contact of the actual or likely occurrence, its chemical event emergency notification level, and recommended protective actions."20

"The IRZ warning system must be capable of providing both an alerting signal and instructional message within a total of 8 minutes from the time that a decision has been made that the public is in danger."21

"All individuals with protective action decision-making authority will thoroughly review the Protective Action Strategy Plan and the emergency decision process at least annually. These annual reviews will be documented by signed statements, filed in both the on-post and off-post

¹⁸ Planning Guidance for the CSEPP, 17 May 1996, page 8-7, paragraph 8.2.

¹⁹ Planning Guidance for the CSEPP, 17 May 1996, page 8-12, paragraph 8.4.

²⁰ Planning Guidance for the CSEPP, 17 May 1996, page 8-13, paragraph 8.4.1 (4-1). Note the current acronyms for the installations, in the order presented in the text, are ECA, ANCA, BGCA, NECD, PBCA, PUCD, DCD, and UMCD.

²¹ Planning Guidance for the CSEPP, 17 May 1996, Appendix F, page F-5.

EOCs, indicating that primary and alternate protective action decision makers understand and agree to the plan's protective action strategies and that they agree to implement the prescribed emergency decision process in the event of a chemical agent release, and that appropriate personnel understand the emergency decision process." ²²

"An integrated command and control system must be implemented at each chemical agent stockpile location to provide the capability to alert the public and notify it of appropriate protective actions to take, within the time limits available, in case of any emergency. . . . The demanding time restrictions dictate that the total system, from on-post decision makers through public notification, must be treated as one entity with the capability for activation of public alert and notification devices by designated government officials." ²³

"Each jurisdiction will document the arrangements that it has made for disseminating protective action recommendation messages in a manner that has been coordinated and is compatible with the plans of other local jurisdictions in the EPZ, state emergency management officials, and the Army installation." ²⁴

"Each jurisdiction will document the arrangements that have been made for effective distribution of protective action recommendation messages to broadcast media serving the community, including . . . written agreements which the jurisdiction has executed with the broadcast media . . . serving the jurisdiction to receive and disseminate warning messages and emergency information" ²⁵

b. Requirements and Guidance Pertaining to Alerting and Notification of the Public. Site specific circumstances might justify direct involvement by the depot in the alert and notification of the public about a chemical accident or incident. Also, local needs might suggest use of the CSEPP alert and notification systems and protocols for emergencies other than chemical accidents and incidents. Agreements that cover these special cases can be incorporated into the basic agreement on alert and notification, or in separate agreements. These situations are discussed in this section, but examples are not provided because such special agreements are unique to each site.

"It may be prudent to plan for direct Army installation implementation of IRZ protective actions when extreme urgency requires immediate response. For such cases, it will be necessary to carefully work out on an installation by installation basis the conditions, protocols, procedures, and written agreements for such a response. These analyses must address potential legal

²² Planning Guidance for the CSEPP, 17 May 1996, Appendix D, page D-11.

²³ Planning Guidance for the CSEPP, 17 May 1996, Appendix F, page F-3, System Integration narrative.

²⁴ Planning Guidance for the CSEPP, 17 May 1996, page J-19 paragraph J.21.

²⁵ Planning Guidance for the CSEPP, 17 May 1996, pages J-19 and J- 20, paragraph J.22.

ramifications as well as identify potential public misperceptions that must be addressed by the public education and information program." ²⁶

"To respond to situations that may have a rapid onset and require immediate action, local officials may find it useful to authorize on-post officials to initiate off-post emergency response such as public alert and notification. Such arrangements must anticipate potential legal or political barriers and should be formalized in letters of agreement or mutual aid agreements as part of the planning process. These agreements will also require that the on-post organization notify the off-post response organizations immediately when such an authorized response is implemented." ²⁷

". . . all protective action strategies that call for the Army installation to directly initiate off-post protective action measures must be thoroughly coordinated and mutually agreed to in a MOA between the local jurisdiction(s) and the installation in accordance with DA Pam 50-6 and AR 50-6. Written agreements must be executed to specify exactly what actions the installation agrees to perform and under what conditions it will perform them." ²⁸

"Highly reliable 24-hour communications links must exist that interconnect on-post decision makers with appropriate local and state decision makers and agencies having responsibility for public alert and notification. Primary and secondary links should be available that provide the capability for direct on-post activation of the public alert and notification system in an extremely fast breaking emergency. Appropriate procedures should be developed, and agreed to, between on-post and off-post officials that identify the conditions under which direct on-post activation would be advantageous and authorized." ²⁹

"Installation Commanders are authorized to enter into Memorandums of Agreement regarding requirements for and circumstances under which the Army will directly initiate the alerting and notification of the public, provided all of the following conditions are met:

- a. Direct notification by the Army is necessary to meet required warning times.
- b. The off-post jurisdictions have taken all reasonable measures to expedite their portions of the alert and notification process.
- c. Direct notification of the public has been requested by an off-post jurisdiction.

²⁶ Planning Guidance for the CSEPP, 17 May 1996, page 7-3, paragraph 7.1.2.

²⁷ Planning Guidance for the CSEPP, 17 May 1996, page 8-2, paragraph 8.

²⁸ Planning Guidance for the CSEPP, 17 May 1996, Appendix D, page D-5.

²⁹ Planning Guidance for the CSEPP, 17 May 1996, Appendix F, page F-4, Communications narrative.

“If it is appropriate for the installation commander to directly initiate the alerting and notification of the public, a MOA must be executed by the installation and the off-post jurisdiction. This MOA must provide specific conditions under which sirens are to be activated, and detail specific protective action measures to be taken in an off-post chemical event. The off-post jurisdiction must determine the protective action to be taken in different types of chemical events, and authorize the Army to implement the jurisdiction's chosen protective action when a specific type of chemical event occurs.

“The MOA must also emphasize the discretionary nature of the installation personnel's action in determining the nature of the threat and categorizing the type of chemical event. This ensures that the discretionary nature of the installation's activities is recognized even though the off-post jurisdiction maintains responsibility for making key decisions regarding the protection of the public. The MOA should receive a detailed legal review prior to signature.

“This authority is limited to initial alert and notification measures only. Commanders are not authorized to perform further tasks for off-post jurisdictions, such as direction and control of emergency response actions.”³⁰

2.2.2 Points to Consider

a. Points to Consider Pertaining to Notification of Off-post Authorities. The following points to consider pertain to the depot's notification of the IRZ county if a chemical event occurs. If responsibility for these functions is shared among jurisdictions, or if one jurisdiction is taking responsibility for equipment used by another jurisdiction, this should be reflected in the agreement in greater detail than illustrated in the example.

Communications: What communications equipment and protocols will be used to support the exchange of information among jurisdictions? Who will provide the equipment? Who will operate this equipment? What procedures will be followed? Who will maintain the equipment? What back-up communications equipment will be used for exchange of critical chemical event information if the primary system is not available? Are contact points staffed 24 hours a day? Are standard forms used for notification? What information should they contain?

Inter-agency Coordination: How will pre-event information exchanges be used to expedite decisions and actions following a chemical event? What actions can or should be pre-scripted in order to expedite alert and notification of the public, and to meet CSEPP standards? Who has the authority to make a PAR? A PAD? Are authentication procedures or codes needed to validate notifications?

b. Points to Consider Pertaining to Alerting and Notification of the Public. The following points to consider apply only if the installation will be involved in activation of public alert and

³⁰ Memorandum from DA DCSOPS for the Commander, AMC, Subject: CSEPP Public Alert and Notification Policy, dated 22 June 1994, w/1st Endorsement from AMC dated 15 July 1994.

notification systems, or if CSEPP alert and notification systems are to be used for other emergencies. As an example, an installation and off-post authority might agree to serve as “back up” for each other to activate the system in case one party’s console fails.

Activation Protocols: Under what circumstances should the depot activate off-post alerting devices? Would it be activating all of the off-post devices, or only certain ones? If the devices are voice-capable, what message(s) should be broadcast? Under what circumstances should off-post officials activate on-post warning devices? Are authentication procedures or codes needed to validate a request to activate the devices? What provision should be made to ensure that each party is notified whenever any party activates alerting devices?

System Capabilities: Will on-post/off-post outdoor warning devices have different alert tones? Can the devices broadcast a voice message? If so, will the system accommodate pre-scripted messages? What length message can be broadcast? Will messages on outdoor warning devices differ by location? Can subsequent messages be changed as the situation changes? Where are the consoles located for activating the system? Which devices (some or all) can be activated by each console? What happens if more than one party attempts to activate the devices at one time? Are control sites staffed 24 hours a day? What type of testing will be done, and how often?

Coordination with Emergency Alert System: How will the timing of Emergency Alert System (EAS) activation be coordinated with warning system (siren and message) activation? How are the messages for the individual warning systems (sirens, Tone Alert Radios, EAS, reader boards, etc.) coordinated? Who has priority to activate warning systems in an emergency?

c. “Heads-Up” Notifications of Unusual Occurrences. Some communities would like the depot staff to give a “heads-up” telephone call to the off- post warning point when something happens on-post that could be an indicator of a chemical event, or could be misunderstood as a chemical event. Examples are reports from a work site of low levels of agent detected outside of primary engineering controls, reports of unspecified illness or injury, or reports of chemical equipment failures. If the Army concurs in such an arrangement, it should be covered by an agreement that explicitly distinguishes such informal courtesy calls from the formal notification protocol. Such a “heads-up” call pending assessment of the validity and significance of the report from the work site should always be optional on the part of the depot, and should not require acknowledgment or response by the warning point. The purpose for the call is simply to alert the warning point that an unusual occurrence was reported on post, that the report is being assessed, and that a chemical event might be declared if additional information supports this declaration. This “heads-up” call is not a substitute for a chemical event declaration, and does not satisfy any requirement to notify off-post warning points within a certain period of time, because it does not contain the essential elements of information needed to qualify as a chemical event declaration. Agreements on this subject should also provide for the “heads-up” call to be positively identified as such, to ensure against misunderstanding that a chemical event was declared.

2.2.3 Notes on Example Agreement

- a. The example focuses on the depot's notification of the IRZ county if a chemical event occurs. It does not address activation of outdoor warning devices.
- b. The example illustrates the simple case of an agreement between the depot and one county. Multi-county coordination on alert and notification, or the direct involvement by the state government in the process, might involve additional considerations not covered in the example. For example, a multi-party agreement might have to address simultaneous versus sequential notifications, shared versus separate communication systems, and differing priorities of back-up communications modes.
- c. The example is predicated on the existence of a complementary agreement that provides for the continuing exchange of information between the depot and the off-post warning point regarding day-to-day work plans and contingency PARs and PADs. Such an agreement about pre-event information exchanges can be a stand-alone agreement, or can be combined with an agreement on alert and notification.
- d. The example agreement is predicated on the following communications arrangements between the depot and the warning point: 24-hour staffing at both locations; a dedicated chemical event emergency notification hot line; commercial telephone service with voice and facsimile equipment; and networked EMIS/FEMIS terminals. Other arrangements might require different protocols or agreements.
- e. Generic terms are used in the example, e.g., "County warning point" to stand in for the appropriate site-specific term, e.g., "County Communications Center," that would be used in an actual agreement.

[EXAMPLE AGREEMENT BEGINS ON PAGE 27]

**MEMORANDUM OF AGREEMENT BETWEEN _____ COUNTY
AND _____ CHEMICAL DEPOT
FOR
INITIAL NOTIFICATION OF A CHEMICAL ACCIDENT OR INCIDENT**

I. PURPOSE

This Memorandum of Agreement (MOA), by and between the U.S. Army _____ Chemical Depot (Depot) and _____ County (County), addresses the need for close cooperation among these parties to ensure that affected persons on and around the Depot are alerted promptly when a chemical accident or incident (CAI) occurs, and are provided with protective action information. To that end, this agreement establishes when and how the Depot will notify the County that a CAI has occurred, and provides for the exchange of information essential for protective action decision making.

II. REFERENCES

- A. Department of the Army Regulation 50-6, Chemical Surety, 1 February 1995.
- B. Department of the Army Pamphlet 50-6, Chemical Accident or Incident Response and Assistance (CAIRA) Operations, 17 May 1991.
- C. The _____ Chemical Depot Chemical Accident/Incident Response and Assistance (CAIRA) Plan, dated _____.
- D. Planning Guidance for the Chemical Stockpile Emergency Preparedness Program, 17 May 1996.
- E. Emergency Operations Plan, _____ County, dated _____.

III. DEFINITIONS

A. *Authorized Army Official*: Any one of several Depot officials authorized to declare chemical event emergency notification levels and make protective action recommendations.

B. *Chemical Accident/Incident (CAI)*: A chemical accident is an event involving the non-deliberate actual or potential release of chemical agent, where safety is of primary concern. A chemical incident is an event involving the deliberate actual or attempted release of chemical agent (terrorism or criminal acts), where security is also of concern.

C. *Community Emergency*: The chemical event emergency notification level declared by the Army when events are likely to occur or have occurred that involve agent release with chemical effects beyond the installation boundary. This level will be declared when the predicted chemical agent no-effects dosage distance extends beyond the installation boundary. (Note that this term

as used in this agreement is an Army term to describe the significance of the event in the Army chemical event emergency notification system. This term does not imply any declaration of emergency by state or local officials, and is completely independent of any such declarations.)

D. *Chemical Event Notification Form*: A form used to transmit and record information about the chemical accident or incident. [The form should be mutually developed and agreed upon among the parties to the agreement, and a blank form attached. Since such forms are site-specific, no form is attached to this example.]

E. *Chemical Event Notification Hotline*: The dedicated telephone line between the Depot EOC and the County warning point.

F. *Chemical Limited Area*: This is the area inside the outer fence around the chemical storage site at Depot.

G. *Limited Area Emergency*: The chemical event emergency notification level declared by the Army when events are likely to occur or have occurred that involve agent release outside engineering controls or approved chemical storage facilities with chemical effects expected to be confined to the chemical limited area. This level will be declared when the predicted chemical agent no-effects dosage does not extend beyond the chemical limited area where the event occurred.

H. *Post Only Emergency*: The chemical event emergency notification level declared by the Army when events are likely to occur or have occurred that involve agent release with chemical effects beyond the chemical limited area. Releases are not expected to present a danger to the off-post public. This level will be declared when the predicted chemical agent no-effects dosage extends beyond the chemical limited area but does not extend beyond the installation boundary.

IV. DISCUSSION

Public Law 99-145 requires the Army to provide for the maximum protection of the population and environment near chemical stockpile storage sites. The initial alert and notification of the public following a chemical agent release with off-post consequences is the most critical element of emergency response. Per CSEPP guidance, within ____ minutes of initial detection of an actual or likely chemical agent release, the Depot will notify the designated off-post warning point of the actual or likely occurrence, its chemical event emergency notification level, and recommended protective actions. (Planning Guidance for the CSEPP, 17 May 1996, page 8-13, paragraph 8.4.1.) The warning system must then provide both an alerting signal and instructional message within eight minutes after a decision is made that the public is in danger. (Planning Guidance for the CSEPP, 17 May 1996, Appendix F, page F-5.)

To ensure that these guidelines are met and public alerting and notification is carried out promptly, this agreement spells out procedures under which the Depot will provide required information to the County quickly and accurately.

Also under this agreement, the County will promptly inform the Depot of all protective action decisions. This feedback is essential to ensure that off-duty responders recalled to the Depot can avoid areas being evacuated, and to ensure that any on-post protective actions (e.g., evacuation of the post population) are consistent with off-post protective actions.

V. PROCEDURES

A. Depot Responsibilities:

1. The Depot will provide the County with a roster of “authorized Army officials” (i.e. officials authorized to declare chemical event emergency notification levels and make protective action recommendations.) This roster will be updated as necessary.

2. In event of a CAI, the Depot will take the following actions.

a. Within ____ minutes of initial detection of an actual or likely chemical agent release, the Depot will:

(1) Assess the significance of the chemical accident or incident based on the best information available, and assign a chemical event emergency notification level. The assessment will include a hazard plume plot based on current weather. If a significant weather change is imminent, the assessment will include consideration of the weather change.

(2) Make protective action decisions for the on-post population.

(3) Develop protective action recommendations (PARs) for the off-post population if a community emergency is declared.

(4) Report the actual or likely occurrence of the chemical event, the chemical event emergency notification level assigned, and recommended protective actions (if applicable) to the County warning point. This report will include a hazard plume plot, or an equivalent description of the area within which unprotected persons off-post might experience the effects of chemical agent exposure. The protocol for this report is as follows:

(a) The Depot will make an electronic declaration of the chemical event via EMIS/FEMIS. This event declaration will include identification of the agent, current and/or forecast weather, the chemical event emergency notification level assigned, and recommended protective actions.

(b) An authorized Army official will personally report the chemical event via the dedicated chemical event notification hotline. This call will include all of the information in Section One of the chemical event notification form attached to this agreement. Information in Section Two

of the form is optional, based on what is known at the time the report is made. If the dedicated chemical event notification hotline is not operational, the authorized Army official will call the County warning point by commercial telephone. In that case, the authorized Army official should expect a call-back from the County warning point to validate the authority of the telephone report.

(c) If the chemical event emergency notification level and PAR are consistent with an MCE in the daily work plan, the relevant work plan data with hazard plume plot may be cited by the authorized Army official in lieu of the chemical event notification form to expedite the initial report.

[Note that this example does not include a copy of the chemical event notification form. This form is a locally developed single page form in two sections. The first section contains blanks or multiple choice check-boxes for the chemical event emergency notification level, the protective action recommendations for off-post jurisdictions, the protective action decisions made to protect the on-post population, the date and time that the actual or likely release was detected, the date and time that the release likely occurred (if different from the time of detection), the identification of the agent involved (include munition configuration if relevant), the mode of release (leak, spill, fire, explosion), the location of the accident/incident site, the approximate quantity of agent involved, the wind speed, direction, and stability category, and the name and signature of the authorized Army official making the report. The second section contains space for additional information that might be useful but not essential to the initial report and immediate protective action decisions, such as the number of munitions involved, the operation that was being performed, vapor or liquid monitoring results, personal injuries, and the status of mitigation actions being taken.]

b. The Depot will promptly send a completed chemical event notification form to the County warning point by facsimile. All of the information in Section One of the form will be completed. A copy of the plume plot that supports the PAR will be attached to the form. Entries in Section Two of the form are optional, based on their availability at the time the report is made.

c. The Depot will cooperate with County to immediately resolve any inconsistencies between the information provided verbally by the authorized Army official and the electronic declaration of the chemical event or chemical emergency notification form.

B. County Responsibilities:

1. The County agrees to keep the Depot EOC staff informed routinely about projects or activities off-post that might affect a quick and safe evacuation from the Depot, e.g., road construction, floods, landslides, traffic accidents, train derailments, and HAZMAT spills. The status of these projects or activities will be updated promptly when the Depot reports a CAI.

2. The County will keep the Depot EOC staff informed about any changes in the operational status of the County warning point. If at any time the County becomes aware that it might not be able to receive notification from the Depot via the means described in section V.A above, the County will promptly notify the Depot of alternate means by which to provide emergency notifications to the County.
3. The County will follow its established procedures upon receipt of any notification of a CAI from the Depot, to include protective action decision making and public alerting and notification.
4. The County will inform the Depot promptly of any protective action decisions it makes, to include information about evacuation routes and designated reception centers.

VI. TERM AND TERMINATION

This MOA will take effect and be implemented upon the date of the last signature and will remain in effect until terminated by either of the parties as provided herein. Both parties agree that this MOA contains the full agreement between the parties and supersedes all previous communications, either oral or written, pertaining to initial notification during a chemical accident/incident at the Depot. The MOA for Notification during a Chemical Accident/Incident between the County and the Depot, effective _____ [date] is hereby rescinded. If any provision or provisions of this MOA will be held to be invalid, illegal or unenforceable, the remaining provisions will not in any way be affected and the MOA will still be in effect.

Both parties agree to review the document at least annually. This MOA may be amended only by mutual written agreement of both of the parties hereto. This MOA may be terminated by either party upon sixty days written notice to the following addresses:

[Address of Depot point of contact]

[Address of County point of contact]

VII. APPROVALS

Date _____
Chair, Board of County Commissioners

Date _____
Commander, Chemical Depot

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2.3 Fire-fighting

2.3.1 Requirements and Guidance

"The policies, procedures, and responsibilities for fire prevention and fire-fighting during and after emergencies and the roles and responsibilities inherent in search and rescue must be fully addressed. This includes augmenting on-post assets with off-post fire and rescue resources. MOUs should be established to provide reciprocal support. [Installation fire fighting services will be carried out by the installation fire department as] . . . augmented by an MOU with local firefighters, as required." ³¹

"a. Mutual aid agreements will comply with the requirements of appendix B. Sample Mutual Aid Agreements are at figure 2-1 (United States/CONUS) and figure 2-2 (Foreign/OCONUS). [Note: appendix B is DODI 6055.6, DOD Fire and Emergency Services Program, 15 December 1994.]

"b. Mutual aid firefighting forces will not be used for biological, chemical, radioactive, or explosives responses but may be used for support functions.

"c. Only the installation commander acting on behalf of the Secretary of the Army and an authorized representative of the fire organization may execute the agreement. The installation commander may delegate this authority to the Garrison Commander, without further delegation. Installations will review and update all mutual aid agreements biennially (every other year). The fire chief will maintain copies of all agreements." ³²

2.3.2 Points to Consider

Communications: What equipment will be used? How will field units from different organizations communicate? How will such communication capabilities be tested, and how often?

Facility Access: Will special procedures be needed for access to the installation or to particular parts of it?

Transportation: Will transportation will be provided, shared or exchanged in order to move fire-fighters, material or equipment? Who will provide and operate the vehicles and under what circumstances?

Decontamination: Who is responsible for decontamination? What decontamination supplies and equipment will be provided, shared or exchanged among jurisdictions? Is technical training

³¹ DA Pam 50-6, Chemical Accident or Incident Response and Assistance Operations, 17 May 1991, page 15, paragraph 3-4c(6), and page 39, paragraph 9- 4a(5)(f).

³² AR 420-90, *Fire and Emergency Services*, 10 September 1997, paragraph 2.4.

required? If so, who will provide it? What are the disposal arrangements? What special storage or maintenance is required? Who will store and maintain the supplies and equipment?

Mutual Aid: Does an existing mutual aid agreement already provide coverage? Will existing insurance cover responders? What procedures will be used for reimbursement? What chain of command will be followed?

2.3.3 Notes on Example Agreement

- a. This agreement is a generic version of an agreement drawn up according to AR 420-90. Agreements based on this form are in place at most or all CSEPP locations.
- b. The agreement contains a general provision to the effect that off-post fire fighters will not be “used for biological, chemical, radioactive, or explosive responses.” It may be useful to include more detail on what is prohibited; for example, that off-post responders will not enter the chemical limited area of the installation. In addition, the parties should be clear as to whether the prohibition on “chemical” responses precludes response to a non-chemical warfare agent event, e.g. a diesel fuel spill outside the chemical limited area.

[EXAMPLE AGREEMENT BEGINS ON PAGE 35]

AGREEMENT FOR MUTUAL AID FIRE PROTECTION

This agreement, entered into this ____ day of ____, 200_ between the Secretary of the Army acting according to the authority of Section 1856, Title 42, United States Code and ____ Fire District is to secure for each the benefits of mutual aid in fire prevention, the protection of life and property from fire, and joint fire-fighting. It is agreed that--

- a. On request to a representative of the U.S. Army Depot Activity (hereafter Depot) Fire Department by a representative of the ____ Fire District (hereafter Fire District), fire-fighting equipment and personnel of the Depot Fire Department will be dispatched to any point within the area for which the Fire District normally provides fire protection as designated by the representative of the Fire District.
- b. On request to a representative of the Fire District by a representative of the Depot Fire Department, fire-fighting equipment and personnel of the Fire District will be dispatched to any point within the fire-fighting jurisdiction of the Depot Fire Department.
- c. The rendering of assistance under the terms of this agreement shall not be mandatory, but the party receiving the request for assistance should immediately inform the requesting department if, for any reason, assistance cannot be rendered.
- d. Any dispatch of equipment and personnel pursuant to this agreement is subject to the following conditions:
 - (1) Any request for aid under this agreement will include a statement of the amount and type of equipment and personnel requested, and will specify the location to which the equipment and personnel are to be dispatched; however, the amount and type of equipment and number of personnel to be furnished will be determined by a representative of the responding organization.
 - (2) The responding organization will report to the officer in charge of the requesting organization at the location to which the equipment is dispatched, and will be subject to the orders of that official.
 - (3) The responding organization will be released by the requesting organization when the services of the responding organization are no longer required, or when the responding organization is needed within the area for which it normally provides fire protection.
 - (4) If the event of a crash of an aircraft owned or operated by the United States or military aircraft of any foreign nation occurring within the area for which the Fire District normally provides fire protection, the Chief of the Depot Fire Department or his or her representative may assume full command on arrival at the scene of the crash.

- (5) None of the mutual aid fire-fighting forces provided to assist the Depot Fire Department will be used for biological, chemical, radioactive, or explosive responses, but may be used to provide support functions where appropriate.
- e. Each party will waive all claims against every other party and hold same harmless for any compensation of any loss, damage, injury or death occurring as a consequence of the performance of this agreement except those claims authorized under 15 U.S.C. 2210. (Section 2210, Title 15 United States Code governs compensation to municipalities for direct costs and losses sustained while fighting fires on federal property.)
- f. The chief fire officers and personnel of the fire departments of both parties to this agreement are invited and encouraged, on a reciprocal basis, to frequently visit each other's activities for guided familiarization tours consistent with local security requirements and, as feasible, to jointly conduct pre-fire planning inspections and drills.
- g. The technical heads of the fire departments of the parties to this agreement are authorized and directed to meet and draft any detailed plans and procedures of operation necessary to effectively implement this agreement. Such plans and procedures of operations shall become effective upon ratification by the signatory parties.
- h. All equipment used by the Fire District in carrying out this agreement will, at the time of action hereunder, be owned by the Fire District; and all personnel acting for the Fire District under this agreement will, at the time of such action, be an employee or volunteer member of the Fire District.
- i. This agreement shall become effective upon the date of the last signature hereto and shall remain in force and effect until canceled by mutual agreement of the parties or by written notice to the other party, giving thirty (30) days notice of said cancellation.

FOR FIRE DISTRICT:

FOR THE DEPOT:

Fire Chief

Depot Commander

2.4 Traffic and Access Control

2.4.1 Requirements and Guidance

"If any . . . pre-designated . . . [access control points] are in or near another local government jurisdiction, agreements should be arranged for using uniformed personnel from the other jurisdiction. All arrangements need to be approved by the officials of both jurisdictions." ³³

"The EOP for each jurisdiction must incorporate an access control plan. . . [including] procedures for obtaining outside resources, if the required facilities, equipment, and personnel exceed those normally available to the jurisdiction. Arrangements for obtaining all outside resources should be formalized through interagency agreements, federal-state-local agreements, interjurisdictional agreements, agreements with the private sector, etc." ³⁴

"The plan for emergency worker operations will cite written agreements with the Army installation and any other parties who have responsibilities under the plan." ³⁵

"The EOP for each jurisdiction . . . [must include] procedures to follow for removing any disabled vehicles that hinder the flow of evacuation traffic. Prior written agreements are required for any outside resources (e.g., pre-positioned private tow trucks) to be used for vehicle removal." ³⁶

"Whoever, except in cases and under circumstances expressly authorized by the Constitution or Act of Congress, willfully uses any part of the Army or the Air Force as a posse comitatus or otherwise to execute the laws shall be fined under this title or imprisoned not more than two years, or both." ³⁷

³³ Planning Guidance for the CSEPP, 17 May 1996, page 8-20, paragraph 8.8. This paragraph contemplates agreements among off-post authorities. However, the reasoning can be extended to support the use of chemical installation personnel to staff traffic/access control points on a temporary basis.

³⁴ Planning Guidance for the CSEPP, 17 May 1996, page G-3, paragraph G.1c(2). *See also* page G-6, paragraph G.2a(2).

³⁵ Planning Guidance for the CSEPP, 17 May 1996, page H-7, paragraph H.3

³⁶ Planning Guidance for the CSEPP, 17 May 1996, page G-7, paragraph G.2c(3).

³⁷ 18 U.S.C. § 1385. This federal statute (the Posse Comitatus Act) prohibits Army personnel (soldiers and civilian employees acting in the line of duty) from performing civil law enforcement functions off the military installation or military-controlled property.

2.4.2 Points to Consider

Communications: What equipment will be used? How will field units from different organizations communicate? Will they be able to communicate directly with one another by radio, or will they have to go through their respective bases? How will such communications capability be tested and how often?

Safety Protocols: What precautions will be taken to ensure that traffic and access control personnel will not be at risk of chemical agent exposure?

Personal Protective Equipment: Will the traffic and access control personnel receive emergency egress equipment? If so, who will provide the equipment? Who will maintain it? What training and qualifications must personnel have to use the equipment? Who will provide the training?

Roles & Responsibilities: Have restrictions imposed by the Posse Comitatus Act been considered?

Liability Issues: Have liability issues been considered? Personal and organizational liability for any damages resulting from traffic and access control may be affected by the duty status of the individuals, and/or whether they are considered to be acting under the command of civilian emergency response authorities.

2.4.3 Notes on Example Agreement

a. This generic example has been drafted to illustrate, in a general way, the language and format that a traffic and access control agreement might take. It is not modeled after any particular agreement at any particular installation.

b. This agreement does not differentiate between duty hours and non-duty hours in terms of personnel availability and response time. However, in some cases the ability of the Depot to provide personnel might vary significantly between duty and non-duty hours; in such cases it would be appropriate to reflect that fact in the agreement.

c. Under section 4.2 of the agreement (Depot Responsibilities), the Depot specifies that assistance will be provided only if it will not compromise the Depot's military mission, but the Depot will notify the off-post authorities if it is unable to provide assistance. This is intended to cover situations where the Depot will temporarily be unable to fulfill the terms of the agreement. For example, suppose that the Depot would normally perform the agreed actions using security personnel from a general guard detail. Then the Depot is assigned an additional mission (e.g. temporary storage of DOD supplies in transit) that requires a redeployment of security personnel such that they no longer can be spared for off-post activities in an emergency. The Depot would notify the off-post authorities that for the time being it cannot provide the traffic control assistance promised in the agreement. If the disability were permanent, it would be more appropriate to end the agreement.

d. Other points that might be included, either in the agreement itself or in an appendix, include (1) the communication system to be used to request assistance under the agreement; (2) the communication systems to be used in the field to coordinate traffic control; (3) the scope of demonstration of this function during exercises; and (4) the content of training to be provided for Depot traffic and access control personnel. Such training might appropriately go beyond the basics of traffic direction to include topics such as how to handle common evacuee questions and problems, periodic reporting in to base, and recognition of agent exposure symptoms.

[EXAMPLE AGREEMENT BEGINS ON PAGE 41]

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**CHEMICAL STOCKPILE EMERGENCY PREPAREDNESS PROGRAM (CSEPP)
MEMORANDUM OF AGREEMENT BETWEEN _____ COUNTY
AND _____ DEPOT FOR ASSISTANCE WITH
TRAFFIC AND ACCESS CONTROL
FOLLOWING A CHEMICAL ACCIDENT/INCIDENT**

1. Purpose

The purpose of this agreement is to provide for prompt activation of traffic and access control points in event of a chemical accident/incident at _____ Depot. Because of limited availability and potentially long travel times for County personnel, Depot personnel will provide assistance with initial setup and staffing of certain traffic/access control points (TCPs) off-post.

2. References and Authorities

- a. Federal Emergency Management Agency and Department of the Army, *Planning Guidance for the Chemical Stockpile Emergency Preparedness Program*, May 17, 1996.
- b. DOD Directive 3025.1, *Military Support to Civil Authorities (MSCA)*, 15 January 1993.
- c. _____ County Emergency Operations Plan, Section ____ (Concept of Operations), and Annex ____ (Evacuation).
- d. Department of the Army Regulation 50-6, *Chemical Surety*, 1 February 1995.
- e. Department of the Army Pamphlet 50-6, *Chemical Accident or Incident Response (CAIRA) Operations*, 17 May 1991.
- f. *The _____ Chemical Depot Chemical Accident/Incident Response and Assistance (CAIRA) Plan*.
- g. Posse Comitatus Act, 18 U.S.C. § 1835.

3. Definitions

- *Chemical Accident/Incident*: A chemical accident is an event involving the non-deliberate actual or potential release of chemical agent, where safety is of primary concern. A chemical incident is an event involving the deliberate actual or attempted release of chemical agent (terrorism or criminal acts), where security is also of concern.
- *Traffic Control* refers to actions by emergency responders to facilitate the smooth flow of traffic out of an area designated for evacuation.

- *Access Control* refers to actions by emergency responders to control access to an area designated for evacuation.
- *Designated County Official* refers to the Chair of the County Board of Commissioners, or other person with delegated power to institute and enforce protective actions for the public in ____ County.

4. Roles and Responsibilities

4.1 County:

____ County is legally responsible for actions to protect the public in event of an emergency affecting the county. The County has determined that evacuation may be necessary in response to a chemical emergency at ____ Depot, including activation of TCPs.

County law enforcement personnel are the primary resource for implementing emergency traffic and access control. The County has agreements with ____ County, the Town of ____, and the State of ____ to provide assistance with emergency response, including traffic and access control, as requested and available. However, due to the potential for short warning times, need for immediate action, and long lead times for ____ County or other law enforcement personnel to reach the TCP location, the County has determined that in event of a chemical accident/incident at ____ Depot, the public may be best protected by having Depot personnel staff certain TCPs until law enforcement personnel are available.

Following notification of a chemical emergency, the designated County official and staff will determine:

- which (if any) traffic and access control points are to be activated; and
- which ones should be initially staffed by Depot personnel.

The County will then request Depot support for setup and staffing of the selected TCPs. Depot support will be limited to ____ personnel for ____ TCPs.

The County will use best efforts to provide for replacement of Depot personnel at TCPs by County or other law enforcement personnel as soon as possible. It is anticipated that the County will be able to relieve Depot personnel within ____ hours.

4.2 Depot:

In event of a chemical emergency, at the request of local civilian authorities, the Depot will provide temporary assistance with traffic and access control to save lives and prevent human suffering.

The Depot will provide up to ____ personnel for ____ TCPs, at any time. The Depot will use best efforts to maintain a pool of personnel who have received the necessary training and preparation to be able to carry out this task when needed. However, the Depot will only provide assistance if and when such assistance will not compromise the Depot's military mission. If circumstances arise such that the Depot will temporarily or permanently be unable to fulfill its responsibilities under this agreement, the Depot will immediately notify the County to that effect.

The Depot anticipates that TCP activation time will usually be no greater than ____.

Depot personnel providing assistance with traffic and access control ("Army TCP operators") will set up TCPs and direct traffic, but will not attempt to stop motorists unwilling to comply with their instructions, nor will they pursue or apprehend any law violators. Army TCP operators will report any incidents of non-compliance with instructions or perceived law violations to the Designated County Official via the Army EOC security coordinator. Army TCP operators will also make an immediate report of any persons claiming exposure to chemical agent, or exhibiting agent exposure symptoms.

Army TCP operators will remain under the command of the Depot Commander.

The Depot will not procure or maintain any supplies, materiel, or equipment exclusively for providing the assistance described in this agreement. Any equipment required exclusively for traffic and access control assistance (e.g. traffic cones, reflective vests) will be provided and maintained by the County.

5. Implementation

County requests for assistance under this agreement will be directed to _____ (designated Depot point of contact). Depot will authenticate the request.

County requests for assistance under this agreement will specify which TCPs the County desires the Depot to staff, and if necessary the particular functions to be performed at those TCPs (e.g., which direction traffic should flow).

The following TCPs are the ones anticipated to be initially activated by the Depot:

- [intersection A]
- [intersection B]
- [intersection C]

The County may request assistance with some or all of these, or with other TCPs depending on the particular circumstances and needs at the time of the request.

The Depot [designated responsible official] will respond as soon as possible with a report of personnel availability and estimated activation time.

Both the Depot and the County will jointly exercise this function at least annually.

Both the Depot and the County will integrate the contents of this agreement into plans, procedures, and training as appropriate.

The County agrees to make personnel available to the Depot at least semiannually, as needed, to provide training on traffic and access control. This training will be designed to equip the Army TCP operators with necessary knowledge and techniques for dealing with common questions and situations that may be expected to arise at a TCP.

The County will provide certain specialized equipment to the Depot for use in implementing this agreement, as listed in Appendix A [not included in this example -- traffic cones, safety vests, etc.]. The Depot will provide secure storage for this equipment.

6. Term and Termination

This agreement will take effect and be implemented upon the date of the last signature and will remain in effect until terminated by either of the parties. Both parties agree that this agreement contains the full agreement between the parties and supersedes all previous communications, either oral or written, pertaining to traffic and access control assistance during a chemical accident/incident at Depot.

If any provision or provisions of this agreement are held to be invalid, illegal or unenforceable, the remaining provisions will not in any way be affected and the agreement will still be in effect.

Both parties agree to review this agreement at least annually. It may be amended only by mutual written agreement of both parties. It may be terminated by either party upon sixty days written notice to the other party. Any such notice shall be provided to the following addresses:

[Address of Depot point of contact]

[Address of County point of contact]

7. Signatures

Chair, Board of County Commissioners

Date _____

Commander, Chemical Depot

Date _____

2.5 Medical Support

2.5.1 Requirements and Guidance

“Medical support during CAIRA operations requires a wide range of medical expertise to provide care to chemical casualties. Practically speaking, it is impossible and a waste of resources to staff Army medical facilities with sufficient expertise and to stockpile medical supplies for every eventuality. . . .” [even though a chemical event might result in types and numbers of casualties beyond the capability of the installation or contractor-operated medical treatment facility].³⁸ “For this reason, medical contingency plans, in the form of MOAs, are essential to ensure that treatment will be provided expeditiously and in an organized fashion.”³⁹ “[These] . . . plans must describe the policies and procedures for mobilizing on-post and off-post medical personnel and emergency medical services and prescribe medical care for the civilian population under emergency conditions of varying scope. Consequently, coordination with local civilian medical treatment facilities is required to ensure the availability of additional support (for example, exchange of plans, establishment of MOUs for various services, and stockpile of CAIRA-unique medical supplies).”⁴⁰

“Each MOA should describe in detail the level of training to be provided to health care providers, who will provide this training, and how frequently refresher training will be offered. MOAs should also specify how casualties will be transported to off-post medical facilities, by whom, and any other contingency plans for casualty evacuation. Each MOA should detail the quantity and type of pre-positioned CAIRA-unique medical supplies required at off-post medical facilities to support CAIRA operations. The installation medical authority (IMA) or contract medical director should ensure that . . . [a list of the chemical agents to which personnel may be exposed, along with a description of potential health effects] is provided with the MOA. Each off-post medical facility with which an MOA is developed must participate in a CAIRA exercise at least annually. MOAs will be reviewed and updated in writing annually, based upon lessons learned during the CAIRA exercise.”⁴¹

“The installation medical authority or contract medical director will coordinate with off-post medical officials on a regular basis to ensure compatibility between MOAs and the installation or activity's CAIRA plan. Communication links between potential CAI sites, the installation or

³⁸ DA Pam 50-6, Chemical Accident or Incident Response and Assistance Operations, 17 May 1991, page 15, paragraph 3-4c(7).

³⁹ DA Pam 50-6, Chemical Accident or Incident Response and Assistance Operations, 17 May 1991, page 30, paragraph 6-2d.

⁴⁰ DA Pam 50-6, Chemical Accident or Incident Response and Assistance Operations, 17 May 1991, page 15, paragraph 3-4c(7).

⁴¹ DA Pam 50-6, Chemical Accident or Incident Response and Assistance Operations, 17 May 1991, page 29, paragraphs 6-2a and b.

contractor-operated medical treatment facility, off-post ground and air ambulances, and off-post medical facilities should be checked for compatibility and tested as part of CAIRA exercises." ⁴²

"The installation medical authority develops medical support agreements with supporting military medical treatment facilities. Agreements should include descriptions of medical treatment capabilities, the composition of the medical augmentation team (if appropriate), and the types of casualty evacuation assets. Each supporting military medical treatment facility with whom the installation medical authority develops a support agreement must participate in a CAIRA exercise annually. Support agreements will be reviewed and updated in writing annually, based upon lessons learned during the CAIRA exercise." ⁴³

"Formal agreements such as MOUs between organizations that transport patients and the medical facilities that receive them must be part of the medical response planning process." ⁴⁴

"Installations with med-evac helicopter support agreements with off-post medical facilities must ensure in-flight communications have been established to facilitate safe and timely casualty evacuation." ⁴⁵

"Primary receiving hospitals . . . designated by state or local disaster plans to provide initial medical care to the civilian population in event of a chemical warfare agent release . . . [should] have prearranged written agreements with those medical facilities that agree to accept patients who are exposed to military chemical agents. . . . [However, the primary receiving hospitals should] not transfer patients without notifying the [receiving] hospital and having the patient accepted by a physician." ⁴⁶

"The plan for emergency worker operations will cite written agreements with the Army installation and any other parties who have responsibilities under the plan." ⁴⁷

⁴² DA Pam 50-6, Chemical Accident or Incident Response and Assistance Operations, 17 May 1991, page 30, paragraph 6-2e.

⁴³ DA Pam 50-6, Chemical Accident or Incident Response and Assistance Operations, 17 May 1991, page 30, paragraph 6-2h.

⁴⁴ Planning Guidance for the CSEPP, 17 May 1996, Appendix I, page I-6, paragraph III-9.

⁴⁵ DA Pam 50-6, Chemical Accident or Incident Response and Assistance Operations, 17 May 1991, page 19, paragraph 3-5c(7).

⁴⁶ Planning Guidance for the CSEPP, 17 May 1996, Appendix I, paragraph IV, pages I-6, I-7.

⁴⁷ Planning Guidance for the CSEPP, 17 May 1996, page H-7, paragraph H.3

"The CDC, under an agreement with the Army, provides a training course titled "Medical Management of Chemical Exposures" for physicians, nurses, and EMTs in communities near [chemical storage] depots." ⁴⁸

2.5.2 Points to Consider

Communications: What communications systems are available to connect the chemical installation, installation medical authority, patient transport services, and off-post hospitals? What protocol will be established to ensure that patient information is passed down along with the patient? What protocol will be established to ensure that patient information is not prematurely released to the media?

Personal Protective Equipment (PPE): What PPE will be provided, shared or exchanged among jurisdictions to protect medical responders? Who will wear it? What levels of protection will this provide? Who will provide the equipment? What maintenance is required? Who will maintain the equipment? What physical standards must users meet? Who certifies that these standards are met? Who will maintain and store the PPE?

Logistics: Who certifies a patient is "clean" before being transported off-post?

Training: Who will provide initial and refresher training? What topics will be covered? How often will refresher training be provided?

Detection, Monitoring and Sampling Instruments: How will patients be evaluated for agent contamination? What instruments will be provided, shared or exchanged among jurisdictions to detect, monitor or sample agent? Who will provide the equipment? What procedures will be followed? What maintenance, calibration, and certification are required? Who will maintain, calibrate, and certify the equipment?

Decontamination: Who is responsible for decontamination? What supplies and equipment will be provided, shared or exchanged among jurisdictions to decontaminate injured or exposed persons or medical responders, patient transport vehicles, and medical facilities? Who will provide the supplies and equipment? What procedures will be followed? What is the disposition of used decontaminates? What special storage or maintenance is required? Who will store and maintain the supplies and equipment?

Medical Supplies and Equipment: What special supplies and equipment will be provided, shared or exchanged among jurisdictions to treat persons exposed to chemical agent? Who will provide the supplies and equipment? What procedures will be followed? What special storage or

⁴⁸ DA Pam 50-6, Chemical Accident or Incident Response and Assistance Operations, 17 May 1991, page 60, paragraph 17-4f. Currently, training for off-post medical responders is provided through a private contractor, rather than the CDC.

maintenance is required, especially for agent antidotes and related pharmaceuticals? Who will store and maintain the supplies and equipment?

Human Remains: Who certifies an on-post employee as deceased -- the Coroner, the Installation Medical Authority (IMA), or someone else? What circumstances would require that a death be investigated by the Coroner? What special procedures will be necessary to accommodate such an investigation if necessary? Will the Army perform decontamination, if a fatality occurs on-post? Will Army assistance be necessary for performing an autopsy? What special procedures may be necessary in order to accommodate disposition of the remains in accordance with the wishes of next-of-kin?

2.5.3 Notes on Example Agreement

- a. The example agreement is based on an existing installation agreement, but has been modified for this document to eliminate names and other items specific to the particular location.
- b. The example agreement contains detailed information on certain patient treatment procedures and stockpiles of medicines. However, it does not address many of the “points to consider” listed above. Other subjects that could be added to the agreement include: (1) protocols for certifying that patients coming from the Depot are free of contamination; (2) procedures for transfer of patient treatment history along with the patient; (3) protocols for communications between the Depot, Clinic and Hospital; (4) protocol for release of information about the patient to the media; and (5) procedures for investigation and disposition of remains in the case of fatalities.
- c. In section 5.a, the example agreement uses the term “casualties.” Because of variation in common usage of this term, it probably should be defined in the agreement to mean “persons injured or killed.”
- d. The scope of the example agreement is limited to hospital treatment of chemical accident/incident patients. Other related functions that could be incorporated into a broad medical agreement, or treated under separate agreements, include emergency transport of patients and emergency treatment of non-chemical patients such as industrial accident victims.

[EXAMPLE AGREEMENT BEGINS ON PAGE 49]

**MEMORANDUM OF AGREEMENT
BETWEEN
____ ARMY MEDICAL CENTER,
____ CHEMICAL DEPOT,
AND
____ HOSPITAL**

SUBJECT: Treatment of patients who are injured or exposed to chemical agent as a result of a chemical accident or incident at the ____ Chemical Depot.

1. PURPOSE. To establish guidelines and arrangements for the care and treatment by ____ Hospital (hereafter referred to as Hospital) of all persons involved in chemical events at ____ Chemical Depot (hereafter referred to as Depot).

2. REFERENCES.

- a. DA Pamphlet 50-6, *Chemical Accident or Incident Response (CAIRA) Operations*, 17 May 1991.
- b. *CDC Recommendations for Civilian Communities Near Chemical Weapons Depots: Guidelines for Medical Preparedness* (60 Fed. Reg. 33308 (June 27, 1995)).

3. PROBLEM. The resources of the Depot Occupational Health Clinic (hereafter referred to as Clinic) are not sufficient to provide complete emergency treatment and care of personnel at Depot following a major chemical event with multiple casualties.

4. RESPONSIBILITIES.

a. Army Medical Center Responsibilities.

The ____ Army Medical Center (hereafter referred to as Army Medical Center) on-site operating agent is the Officer in Charge (OIC) of the Clinic. As such, the OIC will:

- (1) Oversee all emergency medical care of casualties from a chemical event at Depot.
- (2) At the earliest possible time following a chemical event, notify Hospital and communicate the requirement for medical support and the potential risk for contamination.
- (3) Keep Hospital physicians informed of the status of any casualties that are to be transported to Hospital.
- (4) Provide consultative services in the treatment of organophosphate intoxication, mustard agent exposure and other toxic nerve agents.

(5) Chemical casualties will be stabilized and transported to Hospital. Decontamination of chemical casualties is primarily a U.S. Army responsibility and all efforts will be made to decontaminate casualties prior to transport off the installation. The Clinic will provide toxic chemical antidotes to Hospital, at their request, in the following forms:

(a) Atropine Sulfate. Atropine in bulk vials will be supplied in prepositioned quantities sufficient to treat four to six casualties for 24 hours and in packets sent with casualties at the time of transfer in quantities sufficient to provide immediate care of the casualties. The atropine to be provided has been tested by _____ and the expiration dates have been extended. The Clinic will ensure appropriate rotation of stock. The formula to be used for calculations is “one 50mg vial per patient per 24 hours”.

(b) 2-PAM Cl: A stock of ____ 1000mg vials of FDA-approved 2-Pam-Chloride will be provided by the Clinic and maintained in hospital stock or in the sealed box for Atropine Sulfate. Additional quantities will be sent with casualties at the time of transfer sufficient to provide immediate care of the casualties.

(6) Within the guidelines of the Privacy Act, provide medical information about DOD employees from records maintained by the Clinic or Army Medical Center, as might be useful or requested for the provision of good emergency and follow-on medical care.

(7) Within the guidelines of the Privacy Act, provide information to assist Hospital in obtaining appropriate reimbursement for services from the responsible parties.

(8) Provide annual training in the treatment of chemical casualties or arrange for such training to be provided to appropriate Hospital personnel and Depot.

b. Hospital Responsibilities.

(1) Upon request by the Clinic or Depot, provide 24-hour, seven-days per week emergency medical treatment and care to casualties from chemical and nonchemical events at the Depot.

(2) Draw red blood in purple-top tubes, one per patient, on arrival of the patient at Hospital with subsequent draws at 8 to 24-hour intervals, or as specified by the Clinic. Specimens will be centrifuged and the red blood cells refrigerated until picked up by Clinic personnel for conducting acetylcholinesterase testing at the Clinic. Hospital may conduct other tests, such as pseudocholinesterase, at their discretion.

(3) Notify the Depot (OIC of the Health Clinic) whenever a patient, outpatient, or inpatient, claims to have been exposed to or contaminated with a chemical warfare agent at the depot, or is diagnosed as having been exposed to a chemical warfare agent.

(4) Provide training opportunities for emergency room and pertinent nursing staff in the treatment and care of chemical casualties.

(5) Participate in at least one Chemical Accident/Incident and Assistance (CAIRA) exercise annually at a level of participation that is acceptable to the Army Medical Center.

c. Depot Responsibilities.

(1) Assist in emergency response efforts, including the use of any available vehicles appropriate for emergency transport of patients/casualties.

(2) Train chemical workers and emergency responders in Cardio-Pulmonary Resuscitation (CPR), first-aid and chemical decontamination procedures.

(3) Update the Depot CAIRA Plan promptly when changes are warranted by CAIRA exercise results.

d. Mutual Responsibilities of all Parties.

(1) All emergency medical services rendered by any source shall meet or exceed the standards set by the State of _____ and other governing regulations/agencies.

(2) Any claims resulting from the alleged negligent acts or omissions of any Department of Defense (DOD) employee, military or civilian, while that employee is operating within the scope of their Federal employment, will be processed under applicable provisions of Federal law. The parties agree to notify each other of potential or actual claims involving DOD employees while at Hospital. Notice to the United States of any such claim should be provided to the following legal office: _____. The parties further agree to cooperate fully with each other in the investigation of any such claim by making available all relevant medical records, x-rays, slides, tissues and potential witnesses. Notwithstanding this agreement to cooperate in the investigation of claims, the parties reserve the right to seek indemnification or contribution either by filing a third-party complaint or an independent action.

5. TERMS AND RENEWAL.

a. This agreement is effective beginning [date]. It will continue indefinitely, unless terminated according to paragraph 5.b below.

b. This agreement will be reviewed annually. The parties of this agreement may revise or modify this agreement by written amendment hereto, provided such revision or modification is mutually agreed upon and signed by the authorized representatives of all parties. It may be terminated by either party with 60 days written notice or by mutual consent at any time.

6. APPROVAL.

Depot Commander

Date

Army Medical Center Chief of Staff

Date

Hospital President

Date

2.6 Joint Information System/Joint Information Center

2.6.1 Requirements and Guidance

"When a CAI occurs, there is always the potential for it to expand beyond the resources of the [chemical storage site]. . . . The commander and/or Public Affairs Officer (PAO) must have coordinated plans with senior headquarters as to when a PA augmentation force may be required, how many will be needed, and from where they will come."⁴⁹ ". . . there must be an MOU with the nearest military installations for initial response assistance in an emergency. . . . If needed, the PAO requests initial assistance from nearby military installations under the MOU."⁵⁰

"Each jurisdiction will develop agreements and procedures, in cooperation with all affected local jurisdictions, state emergency management officials, and the Army installation, that will be followed to ensure the coordinated release of information during an emergency. Specifically, these items will include arrangements for timely exchange of information with the designated spokespersons of all jurisdictions and agencies involved, and the jurisdictions' commitment to participate in a JIC that will provide a single location for the release of official information from all jurisdictions and agencies regarding the chemical agent emergency and response activities."⁵¹

"Liaison must be made with the nearest FEMA and EPA offices to establish MOUs for coordinating and operating a JIC in the event of an emergency requiring their participation."⁵²

"[The] location for the media center should be predetermined prior to the CAI. . . . [It should be based on] agreements with community officials (in the event a JIC is required)."⁵³

"Each jurisdiction will prepare . . . a JIC plan . . . that will include reference to an agreement with the facility's owner for use of the facility as a JIC, including any restrictions or provisions regarding such use."⁵⁴

⁴⁹ DA Pam 50-6, Chemical Accident or Incident Response and Assistance Operations, 17 May 1991, page 36, paragraphs 8-3d and 8-3d(1).

⁵⁰ DA Pam 50-6, Chemical Accident or Incident Response and Assistance Operations, 17 May 1991, page 36, paragraphs 8-3d(2) and 8-4a(2)(b), and page 83, paragraph H-4b.

⁵¹ Planning Guidance for the CSEPP, 17 May 1996, page J-20, paragraph J.23.

⁵² DA Pam 50-6, Chemical Accident or Incident Response and Assistance Operations, 17 May 1991, page 36, paragraph 8-3d(5), and page 83, paragraph H-4c.

⁵³ DA Pam 50-6, Chemical Accident or Incident Response and Assistance Operations, 17 May 1991, page 83, paragraphs H-6 and H-6a(3).

⁵⁴ Planning Guidance for the CSEPP, 17 May 1996, page J-20, paragraph J.24b.

"All MOUs should pay particular attention to the Media Center or JIC spokesperson role, which must be retained by the commander or installation PAO or the SRF commander, or SRF PAO for all matters pertaining to DoD, the US Army, the installation, and all response forces and operations." ⁵⁵

2.6.2 Points to Consider

General Considerations on Joint Information Systems and Joint Information Centers

The goal of emergency information is to work together to provide the public and media with accurate, complete (in terms of what people need to know), timely, understandable and appropriate information as fast and often as necessary to ensure that members of the public get the information they need to make decisions that will ensure their health and safety.

The function to be performed is "emergency information." Effective emergency information means information that is consistent among responding agencies and jurisdictions, accurate, understandable, timely, pertinent to the situation, and responsive to the public and media. Emergency information should be coordinated before release when possible and appropriate. However, release of urgently needed emergency information should not be unduly delayed in order to perform coordination. Such information should be coordinated (in the sense of being shared with other organizations) as soon as possible after release.

The Joint Information System is the primary "tool" of emergency information -- i.e., a network of organizations and jurisdictions that agree to coordinate and share information among themselves as soon as they become aware that there is an actual or perceived problem.

A Joint Information Center supports the JIS. The JIC, too, is a tool -- a tool that increases the likelihood of achieving the goal of disseminating effective emergency information. Being in the same place makes it easier for those charged with emergency information responsibilities to coordinate and share information. The JIC offers the added benefit of allowing for sharing of resources, personnel and equipment -- not to mention coffee, popcorn and a helping hand when media attention or response activities tax the ability of single individuals to meet the needs of their organizations/jurisdictions, the media, and the public. Ideally a JIC is at once a concept, a facility, and a team of staff who pool resources to develop, analyze, coordinate, disseminate, and monitor emergency information.

An MOU or MOA should express the commitment of all parties to work together to provide effective emergency information. It should be supported by emergency information plans that spell out what the signatory organizations/jurisdictions, individually and together, intend to do to achieve that goal. JIS/JIC procedures should detail how the plans will be implemented. These implementation procedures should include JIC job descriptions and checklists so that everyone

⁵⁵ DA Pam 50-6, Chemical Accident or Incident Response and Assistance Operations, 17 May 1991, page 36, paragraph 8-3d(6).

clearly understands the responsibilities of each position and how each position relates to others within the JIS/JIC.

Specific Considerations

Interagency Coordination: Who will speak for each organization? How will information be coordinated among organizations, including the periods before, during and after the JIC is activated? Who will send a spokesperson to the joint facility and what authority will they have to release information?

Augmentation of Staff: What technical or professional staff will be provided, shared or exchanged among jurisdictions to support joint information operations? Who can authorize or direct the augmentation staff to respond? How will these persons be mobilized?

Joint Facility: Where will the joint information facility be located? What will the procedures be to activate it during an emergency? What protocols must be followed to convert it from its day-to-day use? Who will fund any necessary modifications? Who will purchase/maintain special equipment needed for JIC use? Who will pay for utilities during an activation? Will security be provided during an emergency? Whose insurance will cover the facility and equipment?

Communications: What communications equipment and protocols will be installed, provided, shared or exchanged to distribute emergency information to the news media and the public around-the-clock?

2.6.3 Notes on Example Agreement

- a. This example agreement has been altered from the original text by the addition of material pertaining to designation of spokespersons and sharing and coordination of information. The original agreement was limited to JIC operation only. Also, the agreement has been modified in terms of the number and names of parties.
- b. This agreement is intended to be supplemented by a separate joint information system plan with detailed procedures on JIC activation and coordination of public information.
- c. This agreement refers to use and operation of a JIC, but does not describe arrangements for the facility itself in detail. Such detailed arrangements must be addressed, either in a separate agreement or as part of the primary JIS agreement. Circumstances vary widely from site to site as to the location and control of JIC facilities: at some sites, the JIC facility is owned and operated by one of the CSEPP jurisdictions; at other sites, the facility is owned by another organization (e.g. a state school, or another military installation) and arrangements are made in advance to use it as a JIC as needed. Regardless of the JIC's location, one or more agreements will be needed in order to cover:
 - Availability of the facility for JIC use, both for exercises and drills and promptly in event of an emergency.

- Accommodation of necessary changes to make the facility suitable for JIC use. This will entail at least secure storage of JIC-related equipment on site, and may also include infrastructure improvements such as installation of additional telephone lines.
 - Arrangements for access to the facility and associated secure storage for inspection, maintenance and inventory purposes.
- d. The example agreement is limited in scope to CSEPP-related activities. Local jurisdictions may also wish to arrange for use of joint information facilities, equipment and protocols for other types of emergencies. If so, such arrangements should address:
- Who will approve use of facilities and equipment for other types of emergencies.
 - Arrangements to ensure reimbursement to the Depot or other appropriate organization for use of equipment and supplies, telephone charges, and any other costs that occur to the CSEP Program.
- e. In the example agreement, County #1 agrees to provide initial security at the JIC. Depending on the location of the JIC, it may be appropriate for security to be provided by state, local or military personnel.

[EXAMPLE AGREEMENT BEGINS ON PAGE 57]

**MEMORANDUM OF AGREEMENT AMONG
CHEMICAL DEPOT
STATE EMERGENCY MANAGEMENT AGENCY (SEMA)
COUNTY #1 AND COUNTY #2
FOR COORDINATION AND DISSEMINATION OF
EMERGENCY PUBLIC INFORMATION**

SUBJECT: Establishment of a cooperative program to coordinate and disseminate emergency public information.

THIS AGREEMENT entered into this ___ day of ____, 200_, by and among Chemical Depot, State Emergency Management Agency (SEMA), and the participating county emergency management agencies (EMAs), witnesseth that:

WHEREAS there is a need for cooperation among Chemical Depot, SEMA, and the participating county EMAs concerning the acquisition and dissemination of information to Government officials, media and the general public concerning emergencies at the Depot;

WHEREAS, Chemical Depot, SEMA, and the county EMAs desire to cooperate by establishing a Joint Information System (JIS) and Joint Information Center (JIC) for use whenever said emergency affects the signatories of this agreement, either jointly or separately;

NOW, THEREFORE, the parties agree to coordinate the dissemination of emergency public information through mutual cooperation as follows:

1. PURPOSE: The need exists among all jurisdictions to provide coordinated and consistent public information in the unlikely event of a chemical accident/incident (CAI) involving chemical warfare agents stored at the Depot. This need can be met by (a) designating spokespersons to serve as points of contact for the media, public and other emergency response organizations;

(b) following policies and procedures for sharing of information and cooperation in developing information releases; and (c) operating a JIC to facilitate the coordination and dissemination of emergency public information. This memorandum is intended to set policies and general understandings under which these activities will be carried out. Detailed procedures will be documented in a separate JIS/JIC Plan.

2. DESIGNATION OF SPOKESPERSONS: The Army, SEMA, and the Counties will each designate a primary spokesperson to provide emergency public information to the media in event of a CAI. These spokespersons, and/or their designated staff members, will be the primary points of contact for providing information to the media during the emergency, and for coordination and sharing of such information among the response organizations.

3. COORDINATION OF INFORMATION: The Army, SEMA, and the Counties will use best efforts to implement these information coordination policies in event of a CAI:

- Share information with the other spokespersons prior to disseminating it to the media. If that is not possible, share the information as soon as possible.
- Cooperate to develop joint releases whenever possible.
- Provide information on the operations and policies of their own respective response organizations only, and refer questions about other organizations' activities to the appropriate spokesperson.

These policies will apply to all public information activities associated with a CAI, whether performed at the JIC or from other locations.

Each organization retains the right to issue emergency public information to the media at any time, without restriction on content or format, in accordance with its own policies and procedures.

4. OPERATION OF THE JIC: A primary JIC will be established at _____ (location of JIC facility). This JIC will be used for CSEPP exercises and in event of a CAI. An alternate JIC site will be established at _____ in the unlikely event that the primary JIC site is not usable.

Management and use of the JIC will be the joint responsibility of Depot and SEMA, who will each designate an individual as JIC Co-Coordinator. JIC activation and operational procedures for a CAI will be in accordance with a separate JIS/JIC operations plan agreed to by all parties. Use of the JIC facility for exercises, training sessions, and other related activities will be coordinated among all parties.

5. DEPOT RESPONSIBILITIES: The Depot agrees to:

- a. Designate a spokesperson to provide information on Army emergency response activities. This spokesperson initially will be the installation commander or installation Public Affairs Officer (PAO). In event of Service Response Force (SRF) activation, the Army spokesperson may be the SRF Commander or SRF PAO.
- b. Send a representative or spokesperson to the JIC.
- c. Operate in accordance with an approved JIS/JIC operations plan.
- d. Provide and maintain necessary furniture, equipment and infrastructure improvements, as agreed, to outfit the JIC facility. These items will be detailed in the JIS/JIC Plan.
- e. Provide the JIC with the necessary supplies and a core clerical support staff for CAIs, joint CSEPP exercises, and CSEPP training sessions.

6. SEMA RESPONSIBILITIES: SEMA agrees to:

- a. Designate a spokesperson to provide information on State emergency response activities.
- b. Send a representative or spokesperson to the JIC.
- c. Operate in accordance with an approved JIS/JIC operations plan.
- d. Provide and maintain necessary furniture, equipment and infrastructure improvements, as agreed, to outfit the JIC facility. These items will be detailed in the JIS/JIC Plan.
- e. Procure, provide, and maintain a wide area network (WAN) that operates in the State, and connects to the JIC facility.
- f. In event of a CAI, arrange for liaison personnel for each participating CSEPP county in the State and provide additional clerical support staff to supplement the core staff as required by the situation.
- g. Provide the Depot with as much advance notice as possible, but not less than 10 days, whenever the State wishes to use the JIC facility for exercises, training, or meetings that require either access to locked areas of the JIC or use of equipment stored in locked areas.

7. COUNTY RESPONSIBILITIES: The Counties agree to:

- a. Designate a spokesperson to provide information on County emergency response activities.
- b. Either send a representative to the JIC, or else designate a representative at the JIC to speak for the County.
- c. Operate in accordance with an approved JIS/JIC operations plan.
- d. Provide and maintain necessary furniture, equipment and infrastructure improvements, as agreed, to outfit the JIC facility. These items will be detailed in the JIS/JIC Plan.
- e. County #1 (where JIC facility is located) will initially provide security personnel for the JIC when it is activated. The other Counties and SEMA will relieve County #1 as provided in the JIS/JIC Plan.

8. REVIEW PROCEDURES AND TERMINATION:

- a. This agreement will be reviewed for adequacy annually on the anniversary of its effective date. If determined to be adequate, this agreement shall remain in effect for another year.

- b. If this agreement is determined to need revision upon annual review, such revision shall be made and agreed to by all parties. If such revision is minor, it may be accomplished through attachment to this original agreement. If such revision is determined to be major, a new agreement may be prepared to supersede this agreement.
- c. Any signatory to this MOA may withdraw from the MOA 30 days after sending written notice to all parties as to why they wish to withdraw from the MOA.
- d. This agreement will be terminated as outlined above, or upon termination of the CSEPP or requirements within the CSEPP to maintain and operate a JIC.
- e. Upon termination of this agreement, all property maintained in the JIC will be removed from the JIC and will revert back to the sole use of the owning jurisdiction.

9. EFFECTIVE DATE OF MEMORANDUM:

This Memorandum of Agreement is effective on the date of the last signature.

10. SIGNATURES:

Depot Commander

Date _____

SEMA Director

Date _____

County #1 EMA Director

Date _____

County #2 EMA Director

Date _____

2.7 Sheltering of Evacuees

2.7.1 Requirements and Guidance

"FEMA and the ARC have entered into a formal agreement at the federal level whereby ARC is responsible for operating mass care centers during a natural or technological disaster. Planners should verify that ARC and local government have pursued this agreement at the local level. . . . Once agreements between ARC and local governments are in place, ARC will arrange to survey the proposed mass care centers. . . . Agreements between ARC, local authorities, and the host provider should be formalized to ensure that areas of responsibility are clear to all." ⁵⁶

"The [evacuee support plan should]. . . provide for prior coordination and MOUs for mass care arrangements with local or regional ARC officials." ⁵⁷

"During the planning phase, all aspects of short-term evacuee support must be addressed, agreements must be formalized, and all pertinent resources must be identified and made available for emergency use. . . . Evacuee support planning for CSEPP should include determining what arrangements have been made for implementing . . . national agreements at the state and local level. . . . The planning effort [should] identify the responsibilities of each affected jurisdiction and establish mechanisms for coordinating the employment of all resources and personnel during an emergency. The plans should incorporate appropriate mutual aid agreements." ⁵⁸

"Each jurisdiction will incorporate provisions for evacuee support into . . . its emergency operations plan. These provisions will specify what evacuee support services will be provided and identify the agency responsible for providing each. Written and signed agreements are required for all services to be provided by agencies, private organizations, or individuals that are not a part of the jurisdiction's governmental structure." ⁵⁹

2.7.2 Points to Consider

Shelter Activation: Where will shelters be located? Who will decide how many / which ones are needed? What will the procedure be for requesting that they be opened? Who can authorize opening them? What is the procedure for gaining access to the facility? Are the facilities accessible to individuals with special needs?

Evacuee Assistance: What will the protocol be for admitting evacuees to the shelter? Will evacuees be screened for agent poisoning or contamination? What kinds of assistance will be

⁵⁶ Planning Guidance for the CSEPP, 17 May 1996, page 8-43, paragraph 8.16.

⁵⁷ Planning Guidance for the CSEPP, 17 May 1996, page 8-45, paragraph 8.15.1 (15-6).

⁵⁸ Planning Guidance for the CSEPP, 17 May 1996, pages K-2 and K-3.

⁵⁹ Planning Guidance for the CSEPP, 17 May 1996, pages K-3 and K-4, paragraph K.3.

available to evacuees? Will assistance be available for individuals with special needs? Will there be facilities for companion/service animals and pets? Will resources be needed from other organizations (e.g. medical services, social service organizations, veterinary services, radio communications volunteer organizations) and if so, are they party to this agreement or a separate agreement?

Legal/Financial: Whose insurance will cover shelters? Will there be indemnification or liability protection for reception centers and mass care staff?

2.7.3 Notes on Example Agreement

- a. The example agreement was provided by the American Red Cross (ARC) and is the standard form they use in negotiating shelter agreements. For that reason it does not follow the format and content recommendations provided in Section 1 of this Guide; for example it does not contain a statement of purpose, references, definitions of terms, or procedure for termination.
- b. The example agreement covers only mass care of evacuees, and does not include evacuee “reception” as described in Appendix K of Planning Guidance for the CSEPP, 17 May 1996.
- c. The example agreement does not include a provision for demonstration of the mass care function during CSEPP exercises.

[EXAMPLE AGREEMENT BEGINS ON PAGE 63]

American Red Cross

SAMPLE STATEMENT OF AGREEMENT FOR THE USE OF FACILITIES AS MASS CARE SHELTERS

This Agreement is made and entered into between the governing board of (school district, church or other organization) of (Name) County, state of (Name), and the (Name) of Chapter of the American Red Cross.

Recitals

Pursuant to the terms of federal statutes, the Red Cross provides emergency services in behalf of individuals and families who are victims of disaster. (Official) is authorized to permit the Red Cross to use school district, church, other organization's buildings, grounds, and equipment for mass care shelters required in the conduct of Red Cross Disaster Services activities, and wishes to cooperate with the Red Cross for such purposes.

The parties hereto mutually desire to reach an understanding that will result in making the aforesaid facilities of (school district, church, other organization) available to the Red Cross for the aforesaid use. Now, therefore, it is mutually agreed between the parties as follows:

1. (Name) agrees that, after meeting its responsibilities to pupils/parishioners/ members/clients, it will permit, to the extent of its ability and upon request by the Red Cross, the use of its physical facilities by the Red Cross as mass shelters for the victims of disasters.
2. The American Red Cross further agrees that it shall exercise reasonable care in the conduct of its activities in such facilities and further agrees to replace or reimburse (school district, church, other organization) for any foods or supplies that may be used by the Red Cross in the conduct of its relief activities in said mass shelters.
3. Notwithstanding any other agreements, the (Name) Chapter of the American National Red Cross agrees to defend, hold harmless, and indemnify the (school district, church, other organization) against any legal liability in respect to bodily injury, death, and property damage arising from the negligence of the said chapter during its use of the property belonging to the said (school district, church, other organization).

In witness thereof, the governing board of the (school district, church, other organization) has caused this agreement to be executed by the President of its governing board, and the American Red Cross has caused this agreement to be executed by the (Name) Chapter, said agreement to become effective and operative upon the fixing of the last signature hereto.

Signatures to the Agreement:

Chairman
Chapter/Red Cross Unit

President
School District/Church/Other Organization

Date

Date

2.8 Off-post Monitoring

2.8.1 Requirements and Guidance

"Consistent with established MOUs, Department of the Army will provide administrative [and] logistical . . . support for Federal organizations responding to accidents involving chemical warfare agents." ⁶⁰

"Civilian workers may enter a designated hazard area to perform recovery-phase tasks only after chemical agent monitoring has confirmed that agent concentrations are within the range for which the workers' protective clothing and equipment provides protection. Specific responsibilities of state and local jurisdictions, civilian federal agencies, and local installation and the Department of the Army should be identified, along with reference to any necessary written agreements, (e.g., MOUs) providing authority. The plan will identify, by position, any persons with decision making authority regarding issues (e.g., protective clothing, stay times) related to the protection of recovery phase workers. Clear decision links will be identified and established to achieve coordinated decision-making. The provisions of CSEPP Policy Paper #2 apply." ⁶¹

"The plan for emergency worker operations [should] cite written agreements with the Army installation and any other parties who have responsibilities under the plan." ⁶²

"The reentry and restoration plan will include the rationale for reentry decision making and responsibilities of the various jurisdictions, civilian regulatory authorities, and military authorities. Development of any necessary MOUs shall be included in this planning function. [The plans should] address non-decontamination decision criteria for contaminated food, . . . livestock, . . . and ensuring the wholesomeness of the food supply. The plan should identify the individual(s) authorized to decide whether or not to undertake decontamination, reference any necessary written agreements (e.g., MOUs) providing this authority, list protocols to be used in making this determination, and identify resources . . . that should be contacted to provide advice in decision-making. [The plan should also] address decision criteria for non-agricultural, but valuable resources. The plan should identify the individual(s) authorized to take protective actions . . . reference any necessary written agreements (MOUs, etc.) providing this authority,

⁶⁰ DA Pam 50-6, Chemical Accident or Incident Response and Assistance Operations, 17 May 1991, page 12, paragraph 3-2h.

⁶¹ Planning Guidance for the CSEPP, 17 May 1997, page M-28, paragraph M.15. (Reference is made to CSEPP Policy Paper #2, 1993, Environmental Sampling to Determine Chemical Agent Contamination.)

⁶² Planning Guidance for the CSEPP, 17 May 1996, page H-7, paragraph H.3. These agreements could address how chemical agent monitoring will be used to confirm that agent concentrations are within the range for which the protective clothing and equipment used by civilian responders provides protection, so that they may accompany off-site Army monitoring personnel.

list protocols necessary for lifting said protective actions . . . and [identify] the resources . . . that should be contracted to provide advice in the decision-making." ⁶³

"The reentry and restoration plan will outline the roles, responsibilities, protocols and committed resources (including MOUs, mutual aid agreements, etc.) needed to implement access control, once reentry decisions are made." ⁶⁴

"The reentry and restoration plan [should] briefly describe advance provisions needed for long-term relocation of residents, businesses, and government offices. . . . It is . . . recommended that all necessary interjurisdictional agreements (such as MOUs) governing evacuee/relocation support, law enforcement, schooling, medical services, etc., for extended periods (weeks) be developed and signed by all responsible civilian and military parties (including installation command) as a precautionary measure and as a means of reducing interjurisdictional confusion in event of need. These agreements will, of necessity, be somewhat site-specific due to regulatory variations among Program states." ⁶⁵

2.8.2 Points to Consider

Inter-Agency Coordination: In some cases, state or local authorities may wish to perform independent monitoring or sample analyses, or participate jointly with the Army teams. In such cases it may be appropriate for the agreement to cover coordination between Army and civilian efforts, e.g. information sharing, meeting points, or task allocations. CSEPP Policy Paper #2 addresses policy on qualifications of civilians accompanying Army monitoring teams.

There are numerous state and federal agencies that might be involved in post-incident operations following a CAI. For example, FEMA, OSHA, EPA, Department of Agriculture, and FDA, and/or the equivalent state agencies, might be involved in decisions regarding public protective actions, recovery, reentry and cleanup. It may be appropriate to include such agencies in the development and approval of agreements on monitoring.

Detection, Monitoring and Sampling: What instruments will be provided, shared or exchanged among jurisdictions to detect, monitor or sample agent? Who will provide the equipment? Who will use the equipment? What procedures will be followed? What media will be examined -- air, soil, water, or everything? What methodology will be used for sampling? Who decides when enough samples have been taken? Will there be independent verification of the samples? What maintenance, calibration, and certification will be required? Who will maintain, calibrate, and certify the equipment? Where, when and how will the sample analyses be conducted? What labs will be used? Will samples be split for independent analysis by different labs?

⁶³ Planning Guidance for the CSEPP, 17 May 1996, pages M-30 and M-31, paragraphs M.17a, d and e.

⁶⁴ Planning Guidance for the CSEPP, 17 May 1996, page M-32, paragraph M.18.

⁶⁵ Planning Guidance for the CSEPP, 17 May 1996, page M-33, paragraph M.19.

Personal Protective Equipment: What PPE will be provided, shared or exchanged among jurisdictions to protect emergency responders? What levels of protection will this provide? Who will provide the equipment? Who will wear the equipment? For what purposes? Who decides? What maintenance is required? Who will maintain the equipment? What physical standards must users meet? Who certifies that these standards are met? Who bears the cost of providing this PPE?

2.8.3 Notes on Example Agreement

- a. This generic example has been drafted to illustrate, in a general way, the language and format that a monitoring agreement might take. It is not modeled after any particular agreement at any particular installation.
- b. The parties in the example agreement are the Depot and off-post authorities, and the Depot is listed as the party responsible for providing monitoring resources. However, there is wide variation among installations with regards to monitoring capabilities available on-post. In event of a CAI, the installation's monitoring capabilities would likely be supplemented by Army resources from other locations. What resources are available, and how soon, will affect the installation's ability to supply monitoring assistance to off-post authorities. The example agreement is provided for illustration only and is not intended to indicate what types of assistance, if any, should be provided to off-post authorities.
- c. This example agreement is intended to be accompanied by a Post-Incident Sampling and Analysis Plan (PISAP) and a Site Safety and Health Plan (SSHP) that would cover details of protocol, equipment, and procedures. These plans should be developed ahead of time. However, which parts are implemented may depend on particular circumstances following a CAI. Many of the "points to consider" described in section 2.8.2 above would likely be addressed in the PISAP rather than in the agreement itself. The Monitoring IPT has issued draft guidance on development of PISAPs (*Draft Report of the CSEPP Off-Post Monitoring Integrated Product Team (IPT)*, April 30, 1998).
- d. As discussed in the IPT report, monitoring of the type described in this agreement would not be part of the initial, emergency-phase protective action decision making process. Rather, monitoring would likely support post-incident decisions such as allowing reentry into evacuated areas; determining the need for decontamination of land, facilities or equipment; relaxation of ingestion-pathway protective actions; and determining the required level of protective equipment for emergency workers. In some cases monitoring might also be used to support a decision to allow egress from collective shelter (i.e. a pressurized shelter).

[EXAMPLE AGREEMENT BEGINS ON PAGE 69]

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**CHEMICAL STOCKPILE EMERGENCY PREPAREDNESS PROGRAM (CSEPP)
MEMORANDUM OF AGREEMENT BETWEEN COUNTY #1, COUNTY #2,
STATE OF _____, AND _____ CHEMICAL DEPOT FOR ASSISTANCE
WITH OFF-POST MONITORING**

1. Purpose

The purpose of this agreement is to provide for assistance with off-post monitoring in event of a chemical accident/incident (CAI) at _____ Depot. The Army maintains capabilities for detection of chemical warfare agents (CWA) and their breakdown products in the environment. Following a CAI, there will be a need for monitoring off-post to support decisions by civilian authorities. Under this agreement, the Depot will provide such monitoring to support decision making by the State and Counties.

2. References and Authorities

- a. Federal Emergency Management Agency and Department of the Army, *Planning Guidance for the Chemical Stockpile Emergency Preparedness Program*, May 17, 1996.
- b. DOD Directive 3025.1, *Military Support to Civil Authorities (MSCA)*, 15 January 1993.
- c. *County #1 Emergency Operations Plan*, Section ____ (Concept of Operations), and Annex ____ (Recovery and Reentry).
- d. *County #2 Emergency Operations Plan*, Section ____ (Concept of Operations), and Annex ____ (Recovery and Reentry).
- e. _____ *State Emergency Operations Plan*, Section ____ (Concept of Operations), and Annex ____ (Recovery and Reentry).
- f. Department of the Army Regulation 50-6, *Chemical Surety*, 1 February 1995.
- g. Department of the Army Pamphlet 50-6, *Chemical Accident or Incident Response (CAIRA) Operations*, 17 May 1991.
- h. *The _____ Chemical Depot Chemical Accident/Incident Response and Assistance (CAIRA) Plan*.
- i. *Draft Report of the CSEPP Off-Post Monitoring Integrated Product Team (IPT)*, 30 April 1998.
- j. CSEPP Policy Paper #2, *Environmental Sampling to Determine Agent Contamination*, September 30, 1993.

- k. Occupational Safety and Health Administration, *Occupational Safety and Health Standards -- Hazardous Waste Operations and Emergency Response*, 29 CFR § 1910.120.

3. Definitions

- a. *Monitoring*: Checking for the presence and levels of chemical warfare agents.
- b. *Sampling*: The collection of physical materials such as water, soil, and air to be analyzed for chemical warfare agents.

4. Roles and Responsibilities

4.1 Depot:

The Depot will monitor off-post locations for the presence of CWA in event of a chemical accident or incident at the Depot. The Army off-post monitoring capabilities will include the use of up to ____ Real-Time Analysis Platforms (RTAPs) with qualified operators, and ____ soil and water sampling teams trained and equipped to collect environmental and swipe samples. The Depot will also provide or arrange for certified laboratories to analyze samples, to include transport of samples to remote laboratories as necessary. The Depot agrees to conduct off-post monitoring in accordance with the priorities established by the jurisdiction that requested support.

4.2 Counties:

- a. In event of a CAI, the Counties will request assistance from the Depot with off-post monitoring as needed. The Counties will coordinate with the State and Depot to determine priorities for monitoring and sampling efforts. Some may be determined in advance of an event, while others can only be determined based upon event specifics.
- b. The Counties will provide assistance to the Depot with obtaining access to public and private property to perform monitoring and sampling tasks, to the extent necessary and feasible within legal and resource constraints.
- c. Each County will train and maintain a cadre of properly equipped personnel to accompany Army personnel during monitoring activities.

4.3 State:

- a. In event of a CAI, the State will request assistance from the Depot with off-post hazard assessment as needed. The State will coordinate with the Counties and Depot to determine priorities for monitoring and sampling efforts.

b. The State will provide assistance to the Depot with obtaining access to public and private property to perform monitoring and sampling tasks, to the extent necessary and feasible within legal and resource constraints.

4.4 Mutual:

a. All parties agree to cooperate to develop and maintain a Post-Incident Sampling and Analysis Plan (PISAP) and a supporting Site Safety and Health Plan (SSHP) detailing the performance of the functions described in this Memorandum. The parties agree that these plans will be developed in accordance with the guidance in the *Report of the CSEPP Off-Post Monitoring IPT* (see reference I, above). In particular the parties will contribute to the development of the PISAP and SSHP as follows:

- The Depot will provide information about the chemical stockpile, technical information about chemical warfare agents (CWA), and advice about monitoring techniques and safety and health issues.
- The State and Counties will provide background information (e.g., demographic and land usage data), the environmental setting (e.g., soil, structures, surface water, and air spaces that might need to be monitored), and the identification of sensitive populations.
- All parties will cooperate on developing protocols for splitting of samples for independent laboratory analysis. The State and Counties will provide for independent laboratory analysis as desired.

b. All parties will ensure that their plans, procedures and training are consistent with this agreement.

c. All parties agree to participate in drills and/or exercises covering the functions described in this agreement at least annually.

5. Implementation

State and County requests for assistance under this agreement will be directed to _____ (designated Depot point of contact). Requests will include the purpose for which the request is being made (what decision will be made using the monitoring results). The Depot will respond with a statement of available resources and estimated times to accomplish the requested tasks.

6. Term and Termination

a. This agreement will take effect and be implemented upon the date of the last signature and will remain in effect until terminated by either of the parties. Both parties agree that this agreement contains the full agreement between the parties and supersedes all previous communications, either oral or written, pertaining to monitoring during a chemical accident/incident at Depot.

b. If any provision or provisions of this agreement are held to be invalid, illegal or unenforceable, the remaining provisions will not in any way be affected and the agreement will still be in effect.

c. Both parties agree to review this agreement at least annually. It may be amended only by mutual written agreement of both parties. It may be terminated by either party upon sixty days written notice to the other party. Any such notice shall be provided to the following addresses:

[Address of Depot point of contact]

[Address of County point of contact]

7. Signatures

Chair, Board of County Commissioners: _____ Date: _____

Commander, Chemical Depot: _____ Date: _____

2.9 Support from other Military Organizations

2.9.1 Requirements and Guidance

The plans of the many Army organizations committed to providing emergency support to Army Chemical installations need to be compatible, and their obligation to respond must be assured. This is accomplished by joint coordination and review to ensure compatibility and commitment when the plans are prepared. This process usually eliminates the necessity for separate support agreements among the principals named in these plans. As an example, the U.S. Army Materiel Command (AMC) Chemical Service Response Force Plan (CSRFP) identifies friendly forces from within AMC that are available to respond to a chemical accident or incident.⁶⁶ Other service support mentioned in the CSRFP is mandated by AR 50-6.⁶⁷ There are no additional agreements necessary to obtain this support in event of a chemical accident, once the CSRFP is activated.

There is often a need, however, for site specific agreements between the chemical facility commander and other military organizations for support in event of a chemical accident or incident beyond that covered in existing regulations and higher headquarters plans. This section includes an example of one such agreement.

Army policy is that: "A good CAIRA Plan . . . is coordinated. All elements (higher military headquarters, subordinates, [and] adjacent elements . . . must fit together. Also, control measures must be complete and understandable, and mutual support requirements must be identified and provided for." ⁶⁸ Army policy also says: "Coordination [of installation CAIRA plans] entails written and signed Memoranda of Understanding when DoD organizations are included in the plans." ⁶⁹ This direction is reflected in parallel CSEPP guidance that says: "Arrangements for [the] use of additional resources [from another military unit] should be formalized. What is needed . . . is a precise, detailed, and clear understanding on the part of all parties involved regarding arrangements for supply, procurement, and use and the time frames within which these can be accomplished. Each plan shall . . . catalog resources in such a way that the community's primary resources are clearly identified and distinguished from resources available through mutual aid or other agreement. [The plan should also] list the location, type and number of available resources, the name and phone number of the resource provider or

⁶⁶ U.S. Army Materiel Command Chemical Service Response Force Plan, 21 July 1997, pages 1-2, paragraph 1b.

⁶⁷ AR 50-6, Chemical Surety, 1 February 1995, pages 1-2, paragraph 1-4, and DA Pam 50-6, Chemical Accident or Incident Response and Assistance Operations, 17 May 1991, pages 3-4, paragraph 2-3a.

⁶⁸ DA Pam 50-6, Chemical Accident or Incident Response and Assistance Operations, 17 May 1991, pages 102-103, paragraph P3b(10).

⁶⁹ AR 50-6, Chemical Surety, 1 February 1995, page 16, paragraph 4-2b.

controller, and written commitment of the resources. . . . [The plan should also] reference written agreements governing use of resources not owned or controlled by the jurisdiction.”⁷⁰

At those facilities where a chemical disposal facility is operating there might be a need for additional agreements, because Army policy is that "Commanders hosting chemical disposal facilities will establish a Memorandum of Understanding (MOU) . . . for each chemical disposal facility that specifies the detailed responsibilities and working relationships between the host command and . . . tenant disposal activities. The MOU should outline, review, and address procedures for each specific function required to exercise command responsibility of the installation." ⁷¹

2.9.2 Points to Consider

Intra-agency coordination: Are command and control relationships identified? Whose protocols and SOPs are followed during a response?

Training: What training is necessary and how will it be provided? How often will refresher training be needed and provided?

Response time: What is the estimated response time for providing the necessary support? Does that estimated response time fit within established military parameters, if any? What factors will it depend on? How often will the parties exercise their response time capabilities?

Response contingencies: Where specific resources (materials and personnel) are promised, generally the agreement should have a caveat that the resources will only be provided if available; i.e. if they can be supplied without compromising the donating activity's emergency readiness or military mission. The agreement may also provide for notification to the other party when such resources will be temporarily unavailable.

Support by host installation: What facilities, equipment, supplies or personnel support will be provided by the host installation? Where will equipment be stored? Will costs be reimbursed?

Local Transportation: Will local transportation be needed for responding elements?

⁷⁰ Planning Guidance for the CSEPP, 17 May 1996, page 8-35, paragraph 8.13.4, and page 8-36, paragraph 8.13.5 (13-2, 13-3, and 13- 8).

⁷¹ AR 50-6, Chemical Surety, 1 February 1995, page 2, paragraph 1-4t(1).

2.9.3 Notes on Example Agreement

- a. This example is adapted from an existing agreement between two Chemical Activities.
- b. Any agreement for support among military units should include the procedure that has been agreed to for requesting the support. As a minimum, the agreement should specify whom to call, and require written confirmation (e.g. via fax) of the support requested.

[EXAMPLE AGREEMENT BEGINS ON PAGE 77]

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**MEMORANDUM OF AGREEMENT
BETWEEN
CHEMICAL ACTIVITY #1
AND
CHEMICAL ACTIVITY #2**

SUBJECT: Exchange of CAIRA Support between Chemical Activity #1 and Chemical Activity #2.

PURPOSE: If a chemical accident or incident (CAI) occurs at an Army chemical installation, responders at the site might need additional trained personnel and material to expedite the containment and control of chemical warfare agent hazards. This agreement provides for such additional personnel and material through a mutual commitment for assistance between Chemical Activity #1 and Chemical Activity #2.

This agreement shall be considered as supplemental to all regulations, laws, and directives published by competent authorities, and subject to the terms of such regulations and laws.

GENERAL PROVISIONS:

1. In event that Chemical Activity #2 had a CAI that requires external support to reduce or eliminate the toxic downwind hazard, Chemical Activity #1 will:

- a. Provide Protective Masks, M40 in the following sizes:
 - (1) Small Size (150 each).
 - (2) Medium Size (150 each).
 - (3) Large Size (25 each).
- b. Provide Level A Protective Clothing (complete ensemble) in the following sizes:
 - (1) Small Size (10 each).
 - (2) Medium Size (50 each).
 - (3) Large Size (50 each).
 - (4) Extra Large Size (10 each).
- c. Provide four each Self-Contained Breathing Apparatus (SCBA) *only if Chemical Activity #1's chemical operations shut down completely.*

- d. Provide two each Porta-Counts for mask fit validation.
 - e. Provide four trained chemical handlers to augment the Decontamination Team.
 - f. Provide personnel to augment Low Level Monitoring Teams (four people).
 - g. Provide two Real Time Analytical Platforms (RTAPs).
 - h. Maintain a readiness posture so that qualified and equipped personnel can depart for Chemical Activity#2 promptly (within ____ hours during duty hours, and within ____ hours during non-duty hours) following a request for this support.
 - i. Reduce or stop all routine chemical operations as necessary to support this agreement.
 - j. Notify Chemical Activity #2 immediately when the conditions at Chemical Activity #1 are such that the support described in this agreement cannot be provided promptly.
 - k. Provide support for any Chemical Activity #2 personnel who may respond to Chemical Activity #1 pursuant to this agreement, including: (1) basic logistics and administrative support, and (2) communications equipment to enable them to communicate directly with Chemical Activity #1 installation response teams and command elements.
 - l. Include procedures for implementing this agreement in the installation CAIRA Plan.
2. Personnel deployed to support Chemical Activity #2 will be under the operational control of the Chemical Activity #2 commander, the IRF Commander, or the SRF commander. Chemical Activity #2 will reimburse the Chemical Activity #1 for all costs (i.e. travel, overtime, per-diem, and equipment) associated with responding to a chemical event at the Chemical Activity #2.
3. In event that Chemical Activity #1 had a CAI that requires external support to reduce or eliminate the toxic downwind hazard, Chemical Activity #2 will:
- a. Provide Protective Masks, M40 in the following sizes:
 - (1) Small Size (150 each).
 - (2) Medium Size (150 each).
 - (3) Large Size (25 each).

- b. Provide Level A Protective Clothing (complete ensemble) in the following sizes:
 - (1) Small Size (10 each).
 - (2) Medium Size (50 each).
 - (3) Large Size (50 each).
 - (4) Extra Large Size (10 each).
 - c. Provide eight each Self-Contained Breathing Apparatus (SCBA) *only if Chemical Activity #2's chemical operations shut down completely.*
 - d. Provide personnel to augment two decontamination teams (chemical crew).
 - e. Provide personnel to augment Low Level Monitoring Teams (four people).
 - f. Provide two Real Time Analytical Platforms (RTAPs).
 - g. Maintain a readiness posture so that qualified and equipped personnel can depart for Chemical Activity #1 promptly (within ____ hours during duty hours, and within ____ hours during non-duty hours) following a request for this support.
 - h. Reduce or stop all routine chemical operations as necessary to support this agreement.
 - i. Notify Chemical Activity #1 immediately when the conditions at Chemical Activity #2 are such that the support described in this agreement cannot be provided promptly.
 - j. Provide support for any Chemical Activity #1 personnel who may respond to Chemical Activity #1 pursuant to this agreement, including: (1) basic logistics and administrative support, and (2) communications equipment to enable them to communicate directly with Chemical Activity #2 installation response teams and command elements.
 - k. Include procedures for implementing this agreement in the installation CAIRA Plan.
4. Personnel deployed to support Chemical Activity #1 will be under the operational control of the Chemical Activity #1 commander, the IRF Commander, or the SRF commander. Chemical Activity #1 will reimburse the Chemical Activity #2 for all costs (i.e. travel, overtime, per-diem, and equipment) associated with responding to a chemical event at Chemical Activity #1.

5. Each Chemical Activity will incorporate the provisions of this agreement into their respective installation CAIRA Plans. Each Chemical Activity commander will provide the other with two copies of the local CAIRA Plan and relevant local SOPs, and coordinate future changes to these plans and SOPs with respect to the augmentation described in this agreement.

6. Both parties agree to review the document at least annually. This agreement may be amended only by mutual written agreement of both of the parties hereto. This agreement may be terminated by either party upon sixty days written notice.

EFFECTIVE DATE: This Memorandum of Agreement by and between Chemical Activity #1 and Chemical Activity #2, shall be effective when signed by both parties.

Commander, Activity #1

Date _____

Commander, Activity #2

Date _____

APPENDICES

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APPENDIX A: ACRONYMS

AR	Army Regulation
ARC	American Red Cross
CAI	Chemical Accident/Incident
CAIRA	Chemical Accident/Incident Response and Assistance
CDR	Commander
CFR	Code of Federal Regulations
CSEPP	Chemical Stockpile Emergency Preparedness Program
CWA	Chemical Warfare Agent
DOD	Department of Defense
DODI	Department of Defense Instruction
EAS	Emergency Alert System
EMA	Emergency Management Agency
EMIS	Emergency Management Information System
EOC	Emergency Operations Center
EOD	Explosive Ordnance Disposal
EOP	Emergency Operations Plan
EPA	Environmental Protection Agency
FEMA	Federal Emergency Management Agency
FEMIS	Federal Emergency Management Information System
IDLH	Immediately Dangerous to Life and Health
IGA	Inter-Governmental Agreement

IMA	Installation Medical Authority
IPT	Integrated Product Team
IRF	Initial Response Force
IRZ	Immediate Response Zone
ISSA	Inter-Service Support Agreement or Intra-Service Support Agreement
JIS/JIC	Joint Information System/Center
MAA	Mutual Aid Agreement
MCE	Maximum Credible Event
MOA	Memorandum of Agreement
MOU	Memorandum of Understanding
OHC	Occupational Health Clinic
OIC	Officer in Charge
PAD	Protective Action Decision
PAO	Public Affairs Officer
PAR	Protective Action Recommendation
PIO	Public Information Officer
PPE	Personal Protective Equipment
PISAP	Post-Incident Sampling and Analysis Plan
RTAP	Real-Time Analysis Platform
SEMA	State Emergency Management Agency
SSHP	Site Safety and Health Plan
SOP	Standard Operating Procedure
SRF	Service Response Force

TAR	Tone Alert Radio
TCP	Traffic Control Point
USAMEDDAC	US Army Medical Activity

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APPENDIX B: LIST OF RELEVANT STATUTES, REGULATIONS AND GUIDANCE

The following statutes, regulations, and guidance documents should be consulted in drafting and reviewing MOA/MOUs:⁷²

DOD & Army Documents

DODD 3025.1, *Military Support to Civil Authorities* (MSCA) (15 January 1993).

DODD 3025.15, *Military Assistance to Civil Authorities* (MACA) (18 February 1997).

DODI 4000.19, *Interservice and Intragovernmental Support*, 9 August 1995.

Army Regulation 25-50, *Preparing and Managing Correspondence*, 21 November 1988.

Army Regulation 50-6, *Chemical Surety*, 1 February 1995.

Army Regulation 360-5, *Public Information*, 30 June 1989.

Army Regulation 420-90, *Fire and Emergency Services*, 10 September 1994.

Army Regulation 500-60, *Disaster Relief*, 1 August 1981.

DA Pamphlet 50-6, *Chemical Accident or Incident Response (CAIRA) Operations*, 17 May 1991.

Planning Guidance for the Chemical Stockpile Emergency Preparedness Program, 17 May 1996

Memorandum from Major General Ray E. Thomas, Commander, U.S. Army Materiel Command, *CSEPP Public Alert and Notification Policy*, 15 July 1994.

Memorandum from Major General Jay M. Garner, Assistant Deputy Chief of Staff for Operations and Plans, Force Development, *CSEPP Public Alert and Notification Policy*, 22 June 1994.

Army Reimbursable Policy (SAFM-BUR, memo dated 19 May 1995 and SAFM-BUR, message dated 27 MAY 1997) (Provides financial guidance for reimbursable support.).

AMC Chemical Service Response Force Chemical Emergency Response Plan, 21 July 1997.

CDC Recommendations for Civilian Communities Near Chemical Weapons Depots: Guidelines for Medical Preparedness (60 Fed. Reg. 33308 (June 27, 1995)).

⁷² Note that in addition to these authorities, each MOA/MOU must be coordinated and consistent with installation, local, and state emergency response plans.

Federal Statutes and Regulations

Anti-Deficiency Act (31 U.S.C. §§ 1341 *et seq.*).

Economy Act (31 U.S.C. § 1535).

Stafford Act (42 U.S.C. §§ 5121 *et seq.*).

Posse Comitatus Act (18 U.S.C. § 1385).

10 U.S.C. § 2667 (Leases of non-excess property).

15 U.S.C. § 2210 (Reimbursement for costs of fire-fighting on federal property).

44 C.F.R. Part 13 (FEMA -- Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments).

44 C.F.R. Part 14 (FEMA -- Administration of Grants: Audits of State and Local Governments).

29 C.F.R. § 1910.120 (OSHA -- Hazardous Waste Operations).

29 C.F.R. § 1910.134 (OSHA -- Personal Protective Equipment).

State Emergency Management Statutes

Alabama	Code of Alabama, Title 31, Chapter 9, §§ 31-9-1 to 31-9-24	Kentucky	Kentucky Revised Statutes, Chapter 39, §§ 39.400 - 39.990
Arkansas	Arkansas Code of 1987 Annot'd, Title 12, Chap. 75	Maryland	Public General Laws of Md, Art. 16a, §§ 1-36
Colorado	Colorado Revised Statutes, §§ 24-33.5-702 to 24-33.5-1109	Oregon	Oregon Rev. Stats. Annot., Chap. 401, §§ 401.015-990
Indiana	Ind. Code, Tit. 10, Art. 4, Ch. 1, §§ 10-4-1-1 to 10-4-1-27	Utah	Utah Code Annot., Tit. 63, Chaps. 5, 5a